



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
NOVEMBER 16, 2020 – 6:00 PM

TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.

PUBLIC PARTICIPATION: Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, can call the City Clerk’s Department at (818) 898-1204 between 5:00 p.m. and 6:15 p.m. the day of the meeting and leave a call back number. During the public comments of the meeting, the City Clerk will call the person back in the order received, to provide their live comments, limited to three minutes, to the City Council for consideration.

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Hector A. Pacheco
Councilmember Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Mary Mendoza

PLEDGE OF ALLEGIANCE

Led by Mayor Joel Fajardo

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 16, 2020**Page 2 of 6

PRESENTATIONS

- A) EDUCATION COMMISSION CERTIFICATES OF RECOGNITION - STUDENTS OF THE MONTH
- Eric Murguia (Vista Del Valle Dual Language Academy)
 - Izabella Barrera (Social Justice Humanitas Academy)
- Education Commission Vice Chair David Govea
- B) RECEIVE AN INFORMATIONAL PRESENTATION REGARDING THE NOVEMBER 3, 2020 GENERAL ELECTION ACTIVITY UPDATES
- City Clerk Julia Fritz

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the city in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the Sergeant-At-Arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment can call the City Clerk's Department at (818) 898-1204 between 5:00 p.m. and 6:15 p.m. the day of the meeting and leave a call back number. During the public comments of the meeting, the City Clerk will call the person back in the order received, to provide their live comments, limited to three minutes, to the City Council for consideration.

CONSENT CALENDAR

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

1) REQUEST TO APPROVE MEETING MINUTES OF NOVEMBER 2, 2020 – SPECIAL MEETING

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 16, 2020**Page 3 of 6

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-112 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE CITY'S CONFLICT OF INTEREST CODE

Recommend that the City Council adopt Resolution No. 8043 designating positions subject to the Conflict of Interest Code.

4) CONSIDERATION TO APPROVE CALENDAR YEAR 2021 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council approve the Business Permits for Calendar Year 2021 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code.

5) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE LAS PALMAS PARK BANQUET ROOM AND LOBBY RENOVATION PROJECT

Recommend that the City Council:

- a. Accept the improvements as constructed by Vincor Construction Inc. pursuant to the City's specification and plans and consider the work completed;
- b. Authorize the issuance and filing of the "Notice of Completion" with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$5,200.23) after a 35-day lien period from the date the Notice of Completion is recorded.

6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR THE GLENOAKS BOULEVARD RESURFACING AND HIGHWAY IMPROVEMENT SAFETY PROJECT

Recommend that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with KOA Corporation (Contract No. 1942(a)) for construction management and inspection services related to the Glenoaks Boulevard Resurfacing and Highway Improvement Safety Project; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 16, 2020**

Page 4 of 6

7) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION EXPRESSING THE CITY'S SUPPORT FOR CALIFORNIA CITIZENS FOR LOCAL CONTROL AND ACTIONS TO STRENGTHEN LOCAL AUTHORITY AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

This item was placed on the agenda by Councilmember Mary Mendoza.

Recommend that City Council Adopt Resolution No. 8044, expressing the City's Support for California Citizens for Local Control and actions to strengthen local authority and control relating to local zoning and housing issues.

ADMINISTRATIVE REPORTS**8) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS**

This item was placed on the agenda by Mayor Fajardo.

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review and approval of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs and the pursuit of funding opportunities and related recommendations, as appropriate.

9) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH SAN FERNANDO GATEWAY, LLC, RELATED TO CAPITAL IMPROVEMENTS AND OPERATION OF THE SAN FERNANDO SWAP MEET AT 585 GLENOAKS BOULEVARD

Recommend that the City Council:

- a. Approve a Memorandum of Understanding between the City of San Fernando and San Fernando Gateway, LLC, related to capital improvements and operation of the San Fernando Swap Meet (Contract No. 1971); and
- b. Authorize the City Manager to execute all related documents.

10) CRIME STATISTICS UPDATE

Recommend that the City Council receive and file this report.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 16, 2020**

Page 5 of 6

11) DISCUSSION OF THE USE OF PROPOSITION 'A' TRANSIT FUNDS DURING FISCAL YEAR 2020-2021

Recommend that the City Council:

- a. Receive and file a presentation on potential locations for the installation of benches at bus stops;
- b. Discuss how each councilmember would like to allocate his or her \$2,500 portion of the Proposition 'A' transit funds during Fiscal Year 2020-2021; and
- c. Direct staff to transfer an amount, determined by City Council, from the Proposition 'A' transit funds account for contracted bus transportation to the account for installation of benches near bus stops, if appropriate.

12) CONSIDERATION TO ADOPT AN ORDINANCE REGULATING THE REVIEW AND APPROVAL OF ART MURALS ON PRIVATE PROPERTY

Recommend that the City Council:

- a. Introduce for first reading, in title only, and waive further reading of, Ordinance No. 1700 titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 22 (Businesses) of the San Fernando Municipal Code by the addition of a new Article IX (Art Murals on Private Property);"
- b. Adopt Resolution No. 8042 establishing a Mural Permit Application Fee; and
- c. Authorize the City Manager to execute all related documents.

13) DISCUSSION OF POTENTIAL OPTIONS FOR A WHISTLEBLOWER PROTECTION POLICY

Recommend that the City Council:

- a. Receive and file a presentation from staff regarding potential options for a City whistleblower protection policy; and
- b. Provide staff with direction, as appropriate.

14) UPDATE ON BALLOT MEASURE SF INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-CENT TRANSACTIONS AND USE TAX

This item was placed on the agenda by Mayor Joel Fajardo.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – November 16, 2020**

Page 6 of 6

15) UPDATE REGARDING THE ISSUANCE OF PENSION OBLIGATION BONDS AND FILING OF THE JUDICIAL VALIDATION PROCEEDINGS

This item was placed on the agenda by Mayor Joel Fajardo.

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

The City Council will adjourn to its next regular meeting, which will be on Monday, December 7, 2020 at 6:00 P.M.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: November 12, 2020 (6:15 p.m.)

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 2, 2020 – 4:30 P.M.
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 4:32 p.m.

Present:

Council: Mayor Joel Fajardo, and Councilmembers Sylvia Ballin, and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and Deputy City Clerk Cynthia Alba

Absent: Vice Mayor Hector A. Pacheco and Councilmember Robert C. Gonzales

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES: Fajardo, Ballin, Mendoza – 3

NOES: None

ABSTAIN: None

ABSENT: Pacheco, Gonzales – 2

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:34 P.M.)

By consensus, Councilmembers recessed to Closed Session.

**A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6**

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – November 2, 2020**

Page 2

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PURSUANT TO G.C. §54956.8:**

Property: City owned parcels at Assessor Identification
Numbers: 2521-031-901, 902, & 903

City Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Vanessa Delgado, President, Azure Development

Under Negotiation: Price and Terms of Payment as it relates to Leasing or Sale
of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PURSUANT TO G.C. §54956.8:**

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando

Agency Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Neil Haltrecht, Robertson Properties Group

Under Negotiation: Price and Terms as it relates to Proposed Development Agreement

**D) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
PURSUANT TO G.C. §54956.9(d)(2) AND G.C. §54956.9(e)(1):**

Two (2) Matters

REPORT OUT FROM CLOSED SESSION (4:53 P.M.)

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

ADJOURNMENT (4:54 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 2, 2020, meeting as approved by the San Fernando City Council.

*Julia Fritz
City Clerk*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: November 16, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-112 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 20-112

ATTACHMENT "A"**RESOLUTION NO. 20-112****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 20-112****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of November, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RESO. NO. 20-112**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 20-112 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of November, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of November, 2020.

Julia Fritz, City Clerk

vchlist
 11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220824	11/16/2020	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-1020		WASTEWATER FLOW MONITORING & F	
				12103	072-360-0000-4260	1,243.33
			22524.52-1020		SEVEN ADS D-SITE OVERFLOW MONIT	
				12209	072-360-0000-4260	1,113.00
					Total :	2,356.33
220825	11/16/2020	888356 ADVANCED AUTO REPAIR	1461		VEHICLE MAINT., REPAIRS AND MINOR	
				12284	041-320-0225-4400	726.69
					Total :	726.69
220826	11/16/2020	100143 ALONSO, SERGIO	OCT 2020		MARIACHI MASTER APPRENTICE PRO	
				12328	109-424-3692-4260	1,820.00
			SEPT 2020		MARIACHI MASTER APPRENTICE PRO	
				12328	109-424-3693-4260	875.00
					Total :	2,695.00
220827	11/16/2020	887695 AL'S KUBOTA TRACTOR	191957		VEHICLE MAINT-PK1169	
					041-320-0390-4400	919.54
					Total :	919.54
220828	11/16/2020	100164 AMERICAN PLANNING ASSOCIATION	144992-20104		ANNUAL ADVISORY SERVICES	
					001-150-0000-4380	695.00
					Total :	695.00
220829	11/16/2020	100175 AMERICAN WATER WORKS ASSOC.	7001849898		AWWA MEMBERSHIP	
					070-384-0000-4370	459.00
					Total :	459.00
220830	11/16/2020	100188 ANDY GUMP INC.	INV759777		PORTABLE RESTROOM SERVICE FOR	
				12271	070-384-0000-4260	330.34
			INV759778		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	330.44
			INV760013		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-3689-4260	180.00
					Total :	840.78

Page: 1

vchlist
 11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220831	11/16/2020	102500 APCO INTERNATIONAL	745667		APCO FULL MEMBERSHIP RENEWAL	
					001-222-0000-4380	125.00
					Total :	125.00
220832	11/16/2020	893441 ARAMARK REFRESHMENT SERVICES	10627393		EMPLOYEE BREAKROOM SUPPLIES	
				12319	001-222-0000-4300	225.80
					Total :	225.80
220833	11/16/2020	892713 ASCENCIO, ALEJANDRO	SEPT 2020		MARIACHI MASTER APPRENTICE PRO	
				12333	109-424-3693-4260	960.00
					Total :	960.00
220834	11/16/2020	892412 AT&T	287297930559X1010202		MDT MODEMS-PD UNITS-SEPT	
					001-222-0000-4220	690.18
					Total :	690.18
220835	11/16/2020	100286 BAKER, BEVERLY	REPL-214027		REPL STL DTD CK-CALPERS HEALTH F	
					001-2140	533.75
					Total :	533.75
220836	11/16/2020	890546 BARAJAS, CRYSTAL	OCT 2020		MARIACHI MASTER APPRENTICE PRO	
				12334	109-424-3692-4260	240.00
			SEPT 2020-2		MARIACHI MASTER APPRENTICE PRO	
				12334	109-424-3693-4260	200.00
					Total :	440.00
220837	11/16/2020	893591 BIOMEDICAL WASTE DISPOSAL	95480		BIOMEDICAL WASTE DISPOSAL	
					001-224-0000-4270	99.00
					Total :	99.00
220838	11/16/2020	892847 B-LINE INVESTIGATIONS, INC	1140		SPECIALIZED INVESTIGATIVE SERVICE	
				12276	001-112-0000-4270	2,950.00
					Total :	2,950.00
220839	11/16/2020	888800 BUSINESS CARD	101920		PD MEGAPHONES	
					001-225-0000-4360	218.04
			110220		BREAK ROOM & OFFICE SUPPLIES	
					001-222-0000-4300	527.43

Page: 2

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220839	11/16/2020	888800 888800 BUSINESS CARD	(Continued)			Total : 745.47
220840	11/16/2020	100462 BYRD INDUSTRIAL ELECTRONICS	0912-20		REMOTE SERVICE-RESERVOIR 2 070-384-0000-4260	120.00 Total : 120.00
220841	11/16/2020	100466 CACEO	300012563 300012610		ANNUAL DUES-MIRANDA 001-152-0000-4380 ANNUAL DUES-RAYGOZA 001-152-0000-4380	95.00 95.00 Total : 190.00
220842	11/16/2020	893716 CAICEDO, ALANNAH	MGT/312T		TUITION REIMBURSEMENT 001-106-0000-4365	1,220.00 Total : 1,220.00
220843	11/16/2020	892464 CANON FINANCIAL SERVICES, INC	22030519	12241	CANON COPIER LEASE PAYMENT-OCT 001-135-0000-4260	649.93 Total : 649.93
220844	11/16/2020	891860 CARL WARREN & COMPANY	20049		REIMB. TO ITF ACCT (LIABILITY CLAIM) 006-1037	2,465.50 Total : 2,465.50
220845	11/16/2020	893710 CASTRO, MIGUEL	71011464		PARKING CITATION REFUND 001-3430-0000	90.00 Total : 90.00
220846	11/16/2020	100652 CAVANAUGH & ASSOCIATES P.A.	WE.19.033-2	12219	LEVEL 1 VALIDATION REVIEW OF THE : 070-381-0000-4270	2,500.00 Total : 2,500.00
220847	11/16/2020	892704 CHARGEPOINT	IN86445		CHARGING STATION CHARGES 041-320-0152-4402	45.46 Total : 45.46
220848	11/16/2020	103029 CITY OF SAN FERNANDO	3009-3037		REIMBURSEMENT TO WORKERS COM 006-1038	7,085.34

Page: 3

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220848	11/16/2020	103029 103029 CITY OF SAN FERNANDO	(Continued)			Total : 7,085.34
220849	11/16/2020	890893 CITY OF SAN FERNANDO	NOV 2020		VARIOUS CITY PROPERTY UTILITY 043-390-0000-4210	5,287.20 Total : 5,287.20
220850	11/16/2020	890893 CITY OF SAN FERNANDO	OCT 2020		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00 Total : 75.00
220851	11/16/2020	892687 CORE & MAIN LP	N157224	12243	PW MAINTENANCE, REPAIRS & SUPPL 070-385-0701-4600	223.16 Total : 223.16
220852	11/16/2020	100880 DMV RENEWAL	SE581532 SE598360 SE598361 SE598370 SE598371		MIGHT TRAILER RGSTR RENEWAL-WA 070-384-0000-4400 WANCO MSG BOARD RGSTR RENEWA 070-383-0000-4400 WANCO MSG BOARD RGSTR RENEWA 041-320-0311-4400 WANCO MSG BOARD RGSTR RENEWA 041-320-0311-4400 WANCO MSG BOARD RGSTR RENEWA 041-320-0311-4400	27.00 27.00 27.00 27.00 27.00 Total : 135.00
220853	11/16/2020	887380 DUENAS, MARIA CONCEPCION	AUG 2020 SEPT 2020	12335 12335	MARIACHI MASTER APPRENTICE PRO 109-424-3693-4260 MARIACHI MASTER APPRENTICE PRO 109-424-3693-4260	450.00 510.00 Total : 960.00
220854	11/16/2020	893708 EMERGENCY PLANNING CONSULTANTS	1	12323	LOCAL HAZARD MITIGATION PLAN 110-310-3608-4270	17,500.00 Total : 17,500.00
220855	11/16/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0531259	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	2,130.00

Page: 4

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220855	11/16/2020	890879 EUROFINS EATON ANALYTICAL, INC	(Continued) L0536186		FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	950.00
			L0537300	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0537303	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	375.00
			L0537305	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	152.00
			L0537307	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0537977	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0538180	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
			L0538501	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	175.00
			L0538502	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0538503	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	900.00
			L0538506	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0538532	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	152.00
			L0538875	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0539171	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0539422	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
					Total :	6,172.00
220856	11/16/2020	101114 EXCEL PAVING COMPANY	R-26231		RETENTION RELEASED-FY18/19 ANNU 011-2037	5,249.21
					012-2037	23,374.81
					024-2037	8,961.66

Page: 5

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220856	11/16/2020	101114 EXCEL PAVING COMPANY	(Continued)		025-2037	17,262.64
					070-2037	47,262.19
					072-2037	6,108.00
					Total :	108,218.51
220857	11/16/2020	101147 FEDEX	7-160-31804		COURIER SERVICE 001-190-0000-4280	145.18
			7-166-62663		COURIER SERVICE 001-190-0000-4280	194.65
					Total :	339.83
220858	11/16/2020	101152 FERNANDEZ, JULIE	REPL-218809		REPL STL DTD CK-DISINFECT SUPPLIE 001-105-3689-4300	130.69
					Total :	130.69
220859	11/16/2020	893715 FERNANDO ONE LLC	60-3450-03		WATER ACCT REFUND-612 N MACLAY 070-2010	640.40
					Total :	640.40
220860	11/16/2020	103856 FLAGS USA LLC	83754		REPL FLAGS-ALL CITY FACILITIES 043-390-0000-4300	592.88
					Total :	592.88
220861	11/16/2020	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.) 070-384-0000-4220	45.90
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	41.77
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	121.50
			209-188-4362-031792		PD MAJOR PHONE LINES 001-222-0000-4220	620.99
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	85.86
					070-384-0000-4220	284.67
					001-420-0000-4220	281.90
			818-361-6728-080105		ENGINEERING FAX LINE	

Page: 6

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220861	11/16/2020	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-365-5097-120298		001-310-0000-4220 POLICE NARCOTICS VAULT	38.52
			818-837-1509-032207		001-222-0000-4220 PUBLIC WORKS PHONE LINES	29.16
			818-837-2296-031315		001-190-0000-4220 VARIOUS CITY HALL PHONE LINES	38.52
			818-838-4969-021803		001-190-0000-4220 POLICE DEPT ALARM PANEL	391.76
					001-222-0000-4220	124.68
					Total :	2,105.23
220862	11/16/2020	892550 GOVEA, DAVID	OCT 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
220863	11/16/2020	101376 GRAINGER, INC.	9678556862	12261	MISC. BUILDING AND ELECTRICAL SUP	579.31
			9678556870	12261	MISC. BUILDING AND ELECTRICAL SUP	22.77
					Total :	602.08
220864	11/16/2020	101434 GUZMAN, JESUS ALBERTO	OCT 2020	12336	MARIACHI MASTER APPRENTICE PROGRAM	1,600.00
			SEPT 2020	12336	MARIACHI MASTER APPRENTICE PROGRAM	1,200.00
					Total :	2,800.00
220865	11/16/2020	101436 HACH COMPANY	12146043		SUPPLIES FOR WATER TESTING	
					070-384-0000-4300	931.36
					Total :	931.36
220866	11/16/2020	888647 HDL SOFTWARE, LLC	SIN004285	12269	BUSINESS LICENSE ADMIN SERVICES-	407.81
					001-130-0000-4270	
					Total :	407.81
220867	11/16/2020	888309 HI 2 LO VOLTAGE WIRING CO, INC	19478		MONITORING SERVICES 10/01/20-12/31	

Page: 7

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220867	11/16/2020	888309 HI 2 LO VOLTAGE WIRING CO, INC	(Continued)			
					001-222-0000-4260	75.00
					Total :	75.00
220868	11/16/2020	101529 HOME DEPOT 0609	REPL-21562		REPL STL DTD CK-TREE LOT DEP REF	
					001-2140	700.00
					Total :	700.00
220869	11/16/2020	101599 IMAGE 2000 CORPORATION	390014		CONTRACT BASE RATE CHARGE-EQ11	
			402140		001-135-0000-4260 VARIOUS COPIER MAINT CONTRACT-0	226.06
					001-135-0000-4260	669.45
					072-360-0000-4450	31.88
					001-135-0000-4260	213.80
			403043		SHIPPING CHARGE-CH COPIER BLACK	
					001-190-0000-4300	10.50
					Total :	1,151.69
220870	11/16/2020	893223 INSTRUMENT CONTROL SERVICES	CSF100120RM		ANNUAL RE-CERT- CNG STATION PRE	
					074-320-0000-4400	1,762.00
					Total :	1,762.00
220871	11/16/2020	891777 IRRIGATION EXPRESS	15202271-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F	
					001-311-0000-4300	65.78
					Total :	65.78
220872	11/16/2020	889680 JIMENEZ LOPEZ, JUAN MANUEL	OCT 2020	12337	MARIACHI MASTER APPRENTICE PROGRAM	720.00
			SEPT 2020	12337	MARIACHI MASTER APPRENTICE PROGRAM	600.00
					Total :	1,320.00
220873	11/16/2020	887637 JOHNSON CONTROLS	21895537		ANNUAL TESTING- EMERGENCY LIGHT	
					043-390-0000-4330	1,341.10
					Total :	1,341.10
220874	11/16/2020	893714 JUAREZ, HECTOR	62-2012-00		WAER ACCT REFUND-1811 FOURTH	
					070-2010	5.70

Page: 8

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 9

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
220874	11/16/2020	893714 893714 JUAREZ, HECTOR	(Continued)			Total : 5.70	
220875	11/16/2020	102387 K.R. NIDA CORPORATION	3002131	12176	INSTALLATION SERVICES FOR WIRELE 020-225-0000-4500 020-225-0000-4500	6,320.00 72.00 Total : 6,392.00	
220876	11/16/2020	892137 KING'S BRAKE & SUSPENSION	12333		VEHICLE MAINT-WA4573 070-383-0000-4400	1,050.95 Total : 1,050.95	
220877	11/16/2020	892996 KS STATEBANK	28	12221 12221	SMART METERS LEASE PAYMENT-DEC 001-190-0000-4405 001-190-0000-4428	67.12 1,533.13 Total : 1,600.25	
220878	11/16/2020	893218 LAZARO, ERNESTO	OCT 2020 SEPT 2020	12338 12338	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260 MARIACHI MASTER APPRENTICE PRO 109-424-3693-4260	720.00 600.00 Total : 1,320.00	
220879	11/16/2020	101920 LIEBERT CASSIDY WHITMORE	1507760 1507761 1507762 1507763		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	3,420.00 1,921.00 629.00 2,550.80 Total : 8,520.80	
220880	11/16/2020	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	35.71 Total : 35.71	
220881	11/16/2020	892969 MEDRANO, BLANCA	52-4998-00		WATER ACCT REFUND-2034 LUCAS 070-2010	5.76	

Page:

Page: 9

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220881	11/16/2020	892969 892969 MEDRANO, BLANCA	(Continued)			Total : 5.76
220882	11/16/2020	893713 MIDDLEWITS LP	33-3215-01		WATER ACCT REFUND-1223 HOLLISTE 070-2010	58.09
			33-3220-03		WATER ACCT REFUND-1221 HOLLISTE 070-2010	62.29
					Total :	120.38
220883	11/16/2020	102226 MISSION LINEN SUPPLY	513366184		LAUNDRY SERVICE FOR PD 001-225-0000-4350	113.79
			513443041	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.32
			513487873	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	82.60
			513504089	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	126.83
			513533933	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.32
			513552060	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	107.52
			513576077	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.74
					Total :	717.12
220884	11/16/2020	893343 MOHR, NICOLE	OCT 2020		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
220885	11/16/2020	893050 MORALES-RODRIGUEZ, CRISTAL	OCT 2020		MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	340.00
			SEPT 2020	12339	MARIACHI MASTER APPRENTICE PRO 109-424-3693-4260	200.00
					Total :	540.00
220886	11/16/2020	888134 MOTOROLA SOLUTIONS, INC.	29494		CITY WIDE RADIO SYSTEM & EQUIPME 001-225-0000-4500	514,173.99
				12146	070-385-0000-4500	57,876.50

Page: 10

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220886	11/16/2020	888134 MOTOROLA SOLUTIONS, INC.	(Continued)			
				12146	072-360-0000-4500	47,844.65
				12146	043-390-0000-4500	66,482.75
					Total :	686,377.89
220887	11/16/2020	893247 NATIONAL READY MIXED	753260		MISC. CONCRETE WORK	
			753924		001-311-0301-4300	789.80
			754087		MISC. CONCRETE WORK	
					001-311-0301-4300	575.30
					MISC. CONCRETE WORK	
					001-311-0301-4300	609.92
					Total :	1,975.02
220888	11/16/2020	887422 NORTHERN SAFETY CO., INC.	904166196		KNEE PADS	
					070-384-0000-4300	51.00
					Total :	51.00
220889	11/16/2020	102410 NORTHRIDGE HOSPITAL MEDICAL	30151075162		SART EXAM	
					001-224-0000-4270	1,060.00
					Total :	1,060.00
220890	11/16/2020	102432 OFFICE DEPOT	128317270001		OFFICE SUPPLIES	
			131197256001		041-320-0000-4300	105.58
			131953517001		OFFICE SUPPLIES	
			132051894001		001-222-0000-4300	73.07
			132057567001		OFFICE SUPPLIES	
			132057569001		001-422-0000-4300	141.89
			132408666001		OFFICE SUPPLIES	
			132408772001		001-115-0000-4300	5.27
					OFFICE SUPPLIES	
					001-115-0000-4300	38.48
					OFFICE SUPPLIES	
					001-115-0000-4300	24.19
					OFFICE SUPPLIES	
					001-222-0000-4300	116.39
					OFFICE SUPPLIES	
					001-222-0000-4300	10.94

Page: 11

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220890	11/16/2020	102432 OFFICE DEPOT	(Continued)			
			132982894001		OFFICE SUPPLIES	
			132982940001		001-222-0000-4300	22.78
			2444081273		OFFICE SUPPLIES	
			2445695859		001-222-0000-4300	54.99
					OFFICE SUPPLIES	
					001-222-0000-4300	8.16
					VIRTUAL 5K MAILERS	
					017-420-1395-4300	45.04
					001-422-0000-4300	65.50
					Total :	712.28
220891	11/16/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-389346		VEHICLE SERVICE, MAINTENANCE & F	
			4605-389437	12252	041-320-0320-4400	209.54
			4605-392551	12252	VEHICLE SERVICE, MAINTENANCE & F	
				12252	041-320-0224-4400	37.58
				12252	VEHICLE SERVICE, MAINTENANCE & F	
					041-1215	54.99
					Total :	302.11
220892	11/16/2020	887646 PLUMBERS DEPOT INC	PD-46297		MISC. SUPPLIES & EQUIPMENT FOR S	
				12326	072-360-0000-4300	2,148.34
					Total :	2,148.34
220893	11/16/2020	887296 ROBLED0, OLIVIA	OCT 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
220894	11/16/2020	892856 SALAS, JUAN	REIMB.		MATL'S PURCHASED FOR BANQUET H	
					010-422-3709-4600	189.61
					Total :	189.61
220895	11/16/2020	893712 SFRD HOLDING LLC	35-2214-00		WATER ACCT REFUND-1426 SFRD (102	
			35-2216-00		070-2010	53.15
					WATER ACCT REFUND-1426 SFRD (104	
					070-2010	6.31
					Total :	59.46

Page: 12

vchlist
 11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220896	11/16/2020	893107 SIEMENS MOBILITY INC	5620032716	12292	ON-CALL TRAFFIC SIGNAL MAINT SER'	
			5620032726		001-371-0564-4300	555.00
			5620032785		ON-CALL TRAFFIC SIGNAL MAINT SER'	630.55
				12292	001-371-0301-4300	
				12292	ON-CALL TRAFFIC SIGNAL MAINT SER'	3,107.50
					001-371-0564-4300	
					Total :	4,293.05
220897	11/16/2020	103184 SMART & FINAL	13603		BREAK ROOM SUPPLIES	
					001-222-0000-4300	63.07
					Total :	63.07
220898	11/16/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	6,586.59
					Total :	6,586.59
220899	11/16/2020	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	4,290.82
					Total :	4,290.82
220900	11/16/2020	889149 STAPLES BUSINESS ADVANTAGE	3459465099		BREAK ROOM SUPPLIES	
					001-190-0000-4300	101.13
					Total :	101.13
220901	11/16/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	5102958		SUPPLIES- BANQUET ROOM RENOVAT	
			5122432		010-422-3709-4600	96.42
			5544337		AIR COMPRESSOR	
			7371920		041-320-0320-4400	383.90
			9740379		SUPPLIES- BANQUET ROOM RENOVAT	31.82
					010-422-3709-4600	
					DEPT SUPPLIES	11.33
					001-420-0000-4300	
					MAT'L'S FOR FRONT LOBBY	94.19
					001-422-0000-4300	
					Total :	617.66
220902	11/16/2020	890833 THOMSON REUTERS	843241061		DETECTIVE INVESTIGATIVE SOFTWARE	

Page: 13

vchlist
 11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220902	11/16/2020	890833 THOMSON REUTERS	(Continued)	12311	001-135-0000-4260	211.82
					Total :	211.82
220903	11/16/2020	103903 TIME WARNER CABLE	0010369101820		CABLE SERVICE-PD 10/18-11/17	
			196309102320		001-222-0000-4260	223.71
			222204102920		INTERNET SERVICES-09/23-10/22	1,299.00
					001-190-0000-4220	
					CABLE-PW OPS 10/29-11/28	130.06
					043-390-0000-4260	
					Total :	1,652.77
220904	11/16/2020	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS -	
					001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
220905	11/16/2020	893504 TOWN HALL STREAMS, LLC	12120	12295	CITY COUNCIL/COMMISSION VIDEO-NI	
					001-101-3689-4300	175.00
					Total :	175.00
220906	11/16/2020	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMBMENT OF POSTAGE MACHINE	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
220907	11/16/2020	103463 U.S. POSTMASTER	NOV 2020		POSTAGE-NOV UTILITY BILLS	
					070-382-0000-4300	635.49
					072-360-0000-4300	635.49
					Total :	1,270.98
220908	11/16/2020	887939 ULINE SHIPPING SUPPLIES	124888993		SUPPLIES FOR WATER SITES	
			124957386		070-384-0000-4300	254.82
					INDUSTRIAL PALLET JACK & WORK ST	721.48
					070-384-0000-4300	
					Total :	976.30
220909	11/16/2020	103445 UNDERGROUND SERVICE ALERT	1020200696		(96) USA DIGALERT TICKETS	
					070-381-0000-4260	168.40

Page: 14

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220909	11/16/2020	103445 UNDERGROUND SERVICE ALERT	(Continued) DSB20196221		CA. STATE FEE FOR REG COSTS 070-381-0000-4260	37.52
					Total :	205.92
220910	11/16/2020	892258 UNIFORM & ACCESSORIES	804055	12332	UNIFORMS AND UNIFORM ACCESSOR 001-222-0000-4300	526.57
					Total :	526.57
220911	11/16/2020	893084 USP	6262851 6262862		EQUIP & SUPPLIES FOR WATER TESTI 070-384-0000-4310 SUPPLIES FOR WATER TESTING 070-384-0000-4310	157.01 202.93
					Total :	359.94
220912	11/16/2020	893647 VALEO NETWORKS	13486	12327 12327	FY21-INFORMATION TECHNOLOGY MA 001-135-0000-4270 001-135-0000-4260	9,840.00 315.00
					Total :	10,155.00
220913	11/16/2020	103534 VALLEY LOCKSMITH	7286	12275	LOCKSMITH SERVICES FOR ALL CITY I 043-390-0000-4330	135.22
					Total :	135.22
220914	11/16/2020	892081 VERIZON BUSINESS SERVICES	71631203		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,064.47
					Total :	1,064.47
220915	11/16/2020	100101 VERIZON WIRELESS-LA	9865706514 9865717314 9865728110		PD CELL PHONE PLANS 001-222-0000-4220 CITY YARD CELL PHONE PLANS 070-384-0000-4220 043-390-0000-4220 041-320-0000-4220 072-360-0000-4220 VARIOUS CELL PHONE PLANS 001-106-0000-4220	537.27 160.86 20.65 20.65 60.29 51.25

Page: 15

vchlist

11/10/2020 10:14:08AM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220915	11/16/2020	100101 VERIZON WIRELESS-LA	(Continued) 98665091830		070-384-0000-4220 MDT MODEMS-PD UNITS 001-222-0000-4220	46.15 1,332.59
					Total :	2,229.71
220916	11/16/2020	892825 VIA PROMOTIONALS, INC	17376		MATL'S FOR VIRTUAL 5K GIVEAWAY 017-420-1395-4300	922.90
					Total :	922.90
220917	11/16/2020	893663 VINCOR CONSTRUCTION INC.	PSA NO. 1944	12234	LP PARK BANQUET ROOM & LOBBY RE 010-422-3709-4600 010-2037	104,004.62 -5,200.23
					Total :	98,804.39
220918	11/16/2020	103603 VULCAN MATERIALS COMPANY	72742508	12268 12268	UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300	714.39 714.39
					Total :	1,428.78
220919	11/16/2020	103620 WARREN, DALE	12192019		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	358.00
					Total :	358.00
220920	11/16/2020	890970 WEX BANK	68421219		FUEL FOR FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402 041-320-0390-4402	315.19 222.39 198.76 600.51 3,497.92 748.97 657.23 125.16 135.56 54.04 438.89 874.01

Page: 16

vchlist

Voucher List

Page: 17

11/10/2020 10:14:08AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220920	11/16/2020	890970 WEX BANK	(Continued)		041-320-0420-4402	2.00
					007-313-3630-4402	349.94
					029-335-0000-4402	118.10
					070-381-0000-4402	67.37
					070-382-0000-4402	753.10
					070-383-0000-4402	553.39
					070-384-0000-4402	281.75
					072-360-0000-4402	326.92
					Total :	10,321.20
220921	11/16/2020	890534 WHENTOWORK, INC.	60694185-60-12-20		ONLINE SCHEDULING SERVICE RENE	
					001-420-0000-4260	315.00
					Total :	315.00
220922	11/16/2020	889491 WILL DAN FINANCIAL SERVICES	010-46044	12293	FY 20-21 LANDSCAPING AND LIGHTING	
					027-344-0000-4260	2,500.00
					Total :	2,500.00
220923	11/16/2020	892390 WILMINGTON TRUST	115494-007		COP 2016 INTEREST INSTALLMENT PY	
					012-310-0000-4410	44,318.76
					012-1041	-0.88
					Total :	44,317.88
220924	11/16/2020	889467 YOUNGBLOOD & ASSOCIATES	1282A	12303	POLYGRAPH EXAMS	
					001-222-0000-4260	300.00
					Total :	300.00
101	Vouchers for bank code :		bank3		Bank total :	1,092,507.18
101	Vouchers in this report					Total vouchers : 1,092,507.18

Voucher Registers are not final until approved by Council.

vchlist
 10/28/2020 4:19:33PM

Voucher List
 CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220724	11/1/2020	100286 BAKER, BEVERLY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220725	11/1/2020	893277 CROOK, LORETTA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220726	11/1/2020	100916 DEIBEL, PAUL	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220727	11/1/2020	891041 GARCIA, CONNIE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220728	11/1/2020	101781 KISHITA, ROBERT	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220729	11/1/2020	891027 LOCKETT, JOANN	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220730	11/1/2020	102126 MARTINEZ, MIGUEL	20-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	525.39
					Total :	525.39
220731	11/1/2020	891031 ORTEGA, JIMMIE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220732	11/1/2020	891032 OTREMBA, EUGENE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220733	11/1/2020	891354 RAMIREZ, ROSALINDA	20-Nov		CALPERS HEALTH REIMB	

Page: 1

vchlist
 10/28/2020 4:19:33PM

Voucher List
 CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220733	11/1/2020	891354 RAMIREZ, ROSALINDA	(Continued)		001-180-0000-4127	525.39
					Total :	525.39
220734	11/1/2020	102940 RUIZ, RONALD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220735	11/1/2020	103121 SERRANO, ARMANDO	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220736	11/1/2020	892782 TIGHE, DONNA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
13 Vouchers for bank code : bank3					Bank total :	5,288.26
13 Vouchers in this report					Total vouchers :	5,288.26

Voucher Registers are not final until approved by Council.

Page: 2

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220755	11/1/2020	100995 DRAKE, MICHAEL	(Continued)		072-180-0000-4127	122.89
					Total :	245.78
220756	11/1/2020	100997 DRAPER, CHRISTOPHER	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220757	11/1/2020	101044 ELEY, JEFFREY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00
					Total :	1,755.00
220758	11/1/2020	891040 FISHKIN, RIVIAN	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220759	11/1/2020	892103 GAJDOS, BETTY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220760	11/1/2020	891351 GARCIA, DEBRA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
220761	11/1/2020	891067 GARCIA, NICOLAS	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
220762	11/1/2020	101318 GLASGOW, KEVIN	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220763	11/1/2020	891020 GLASGOW, ROBERT	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
220764	11/1/2020	891021 GUIZA, JENNIE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
						Page: 3

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220764	11/1/2020	891021 891021 GUIZA, JENNIE	(Continued)			Total : 245.78
220765	11/1/2020	101415 GUTIERREZ, OSCAR	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220766	11/1/2020	891352 HADEN, SUSANNA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
220767	11/1/2020	101440 HALCON, ERNEST	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
220768	11/1/2020	891918 HARTWELL, BRUCE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220769	11/1/2020	101465 HARVEY, DAVID	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220770	11/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
220771	11/1/2020	101471 HASBUN, NAZRI A.	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
220772	11/1/2020	891023 HATFIELD, JAMES	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220773	11/1/2020	892104 HERNANDEZ, ALFONSO	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85
						Page: 4

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220774	11/1/2020	891024 HOOKER, RAYMOND	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
220775	11/1/2020	893616 HOUGH, LOIS	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
220776	11/1/2020	101597 IBRAHIM, SAMIR	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220777	11/1/2020	101694 JACOBS, ROBERT	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
220778	11/1/2020	892105 KAHMANN, ERIC	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220779	11/1/2020	101786 KLOTZSCHE, STEVEN	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
220780	11/1/2020	891866 KNIGHT, DONNA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220781	11/1/2020	892929 LEWIS, WANDA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220782	11/1/2020	891043 LIEBERMAN, LEONARD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220783	11/1/2020	101933 LITTLEFIELD, LESLEY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
Page: 5						

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
220783	11/1/2020	101933 LITTLEFIELD, LESLEY	(Continued)			Total : 245.78	
220784	11/1/2020	102059 MACK, MARSHALL	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 Total : 1,487.34	
220785	11/1/2020	891010 MAERTZ, ALVIN	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 Total : 539.86	
220786	11/1/2020	888037 MARTINEZ, ALVARO	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,397.98 Total : 1,397.98	
220787	11/1/2020	102206 MILLER, WILMA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78	
220788	11/1/2020	102212 MIRAMONTES, MONICA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 Total : 1,487.34	
220789	11/1/2020	102232 MIURA, HOWARD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78	
220790	11/1/2020	892106 MONTAN, EDWARD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 Total : 856.34	
220791	11/1/2020	102365 NAVARRO, RICARDO A	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 Total : 515.06	
220792	11/1/2020	102473 ORDELHEIDE, ROBERT	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 Total : 1,834.32	
Page: 6							

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 7

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220793	11/1/2020	102483 OROZCO, ELVIRA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
220794	11/1/2020	102486 ORSINI, TODD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 2,226.66
220795	11/1/2020	102569 PARKS, ROBERT	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 1,755.00
220796	11/1/2020	102527 PISCITELLI, ANTHONY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
220797	11/1/2020	891033 POLLOCK, CHRISTINE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 374.00
220798	11/1/2020	102735 QUINONEZ, MARIA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
220799	11/1/2020	891034 RAMSEY, JAMES	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 743.03
220800	11/1/2020	102864 RIVETTI, DOMINICK	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
220801	11/1/2020	102936 RUELAS, MARCO	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 1,280.32
220802	11/1/2020	891044 RUSSUM, LINDA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
						Page: 7

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 8

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220802	11/1/2020	891044 RUSSUM, LINDA	(Continued)			200.43
220803	11/1/2020	103005 SALAZAR, TONY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
220804	11/1/2020	892107 SHANAHAN, MARK	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220805	11/1/2020	891035 SHERWOOD, NINA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220806	11/1/2020	103175 SKOBIN, ROMELIA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
220807	11/1/2020	103220 SOMERVILLE, MICHAEL	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 1,360.00
220808	11/1/2020	103394 TORRES, RACHEL	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220809	11/1/2020	889588 UFANO, VIRGINIA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220810	11/1/2020	888417 VALDIVIA, LAURA	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
220811	11/1/2020	891046 VANAALST, LEONILDA	20-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	200.43 200.43
						Page: 8

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220812	11/1/2020	103550 VANICEK, JAMES	20-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,189.78 1,189.78
220813	11/1/2020	103562 VASQUEZ, JOEL	20-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00 1,755.00
220814	11/1/2020	891038 WAITE, CURTIS	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
220815	11/1/2020	891036 WATT, DAVID	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	630.56 630.56
220816	11/1/2020	891037 WEBB, NANCY	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 743.03
220817	11/1/2020	103643 WEDDING, JEROME	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	630.56 630.56
220818	11/1/2020	103727 WYSBEEK, DOUDE	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220819	11/1/2020	103737 YNIGUEZ, LEONARD	20-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
83 Vouchers for bank code : bank3						Bank total : 66,008.02
83 Vouchers in this report						Total vouchers : 66,008.02

Page: 9

vchlist
10/28/2020 4:32:39PM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 10

vchlist

10/22/2020

4:05:59PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220624	10/19/2020	893115 P.E.R.S. CITY RETIREMENT	100000016134739		EMPLOYER CONTRIB VARIANCE-09/12 001-1160	3,115.24
Total :						3,115.24
1 Vouchers for bank code : bank3						Bank total : 3,115.24
1 Vouchers in this report						Total vouchers : 3,115.24

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

10/29/2020 11:21:20AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220821	10/29/2020	891825 UNITED STATES TREASURY	JULY-SEPT 2020		EXCISE TAX QRTL Y PYMNT-09/30/20 074-320-0000-4457	2,849.52
Total :						2,849.52
1 Vouchers for bank code : bank3						Bank total : 2,849.52
1 Vouchers in this report						Total vouchers : 2,849.52

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

11/02/2020

9:10:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220822	10/26/2020	893115 P.E.R.S. CITY RETIREMENT	100000016173134		EMPLOYER CONTRIB VARIANCE-09/26 001-1160	3,366.23
Total :						3,366.23
1 Vouchers for bank code : bank3						Bank total : 3,366.23
1 Vouchers in this report						Total vouchers : 3,366.23

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

11/03/2020 12:31:33PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220508	10/1/2020	103648 CITY OF SAN FERNANDO	PR 10-2-20		REIMB FOR PAYROLL W/E 9-25-20	
					001-1003	419,850.76
					007-1003	319.67
					008-1003	2,517.43
					017-1003	36.58
					027-1003	3,212.89
					029-1003	3,052.48
					030-1003	1,040.78
					041-1003	12,110.56
					043-1003	22,802.37
					070-1003	40,233.16
					072-1003	25,447.27
					094-1003	162.57
					110-1003	18,251.59
					Total :	549,038.11
220510	10/6/2020	100143 ALONSO, SERGIO	AUG 2020	12285	MARIACHI MASTER APPRENTICE PROI	
					109-424-3693-4260	4,550.00
					Total :	4,550.00
220619	10/15/2020	103648 CITY OF SAN FERNANDO	PR 10-16-20		REIMB FOR PAYROLL W/E 10-9-20	
					001-1003	412,120.47
					007-1003	314.67
					008-1003	2,536.84
					017-1003	3.19
					027-1003	7,776.52
					029-1003	3,072.68
					030-1003	1,172.33
					041-1003	11,801.14
					043-1003	21,439.94
					070-1003	40,782.60
					072-1003	27,083.30
					094-1003	162.57
					110-1003	5,508.09
					Total :	533,774.34

Page: 1

vchlist

11/03/2020 12:31:33PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220620	10/16/2020	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS-OCTOBER 2020	
					001-1160	10,680.92
					Total :	10,680.92
220621	10/16/2020	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS-OCTOBER 2020	
					001-1160	176.22
					Total :	176.22
220622	10/16/2020	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS-OCTOBER 2020	
					001-1160	2,308.77
					Total :	2,308.77
220623	10/16/2020	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS-OCTOBER 2020	
					001-1160	3,853.55
					Total :	3,853.55
220820	10/29/2020	103648 CITY OF SAN FERNANDO	PR 10-30-20		REIMB FOR PAYROLL W/E 10-23-20	
					001-1003	429,787.07
					007-1003	271.25
					008-1003	2,585.28
					017-1003	36.66
					029-1003	3,123.52
					030-1003	2,038.22
					041-1003	18,835.01
					043-1003	30,385.85
					070-1003	39,298.82
					072-1003	35,015.18
					094-1003	162.57
					110-1003	430.51
					Total :	561,969.94
8 Vouchers for bank code : bank3						Bank total : 1,666,351.85
8 Vouchers in this report						Total vouchers : 1,666,351.85

Page: 2

vchlist

11/03/2020

12:31:33PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 3

vchlist

11/02/2020 10:25:28AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220823	11/5/2020	102519 P.E.R.S.	NOV 2020		HEALTH INS. BENEFITS-NOV 2020 001-1160	163,005.96
Total :						163,005.96
1 Vouchers for bank code : bank3						Bank total : 163,005.96
1 Vouchers in this report						Total vouchers : 163,005.96

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: November 16, 2020

Subject: Consideration to Adopt a Resolution Updating the City's Conflict of Interest Code

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8043 (Attachment "A") designating positions subject to the Conflict of Interest Code.

BACKGROUND:

1. The Political Reform Act (California Government Code 81000, et seq.) requires every local government agency to review its Conflict of Interest Code ("COI") biennially to determine if it is accurate or, alternatively, that the Code must be amended. The COI requires public officials of state and local government to disclose personal financial interests on a Form 700 Statement of Economic Interest. Elected officials, judges, and high-ranking appointed officials generally have the most comprehensive disclosure requirements.
2. On December 5, 2016, the City Council adopted Resolution No. 7772 (Attachment "B") that amended the City's Conflict of Interest Code.
3. On May 8, 2020, the City Clerk received notice from the Fair Political Practices Commission ("FPPC") (Attachment "C") that San Fernando's mandatory biennial review, of the City's Conflict of Interest Code must be reviewed by the City Council by October 1, 2020.
4. On September 21, 2020, the City Clerk notified the City Council that an amendment was necessary and that proposed revisions would be brought back to the City Council for review and action within 90 days.

ANALYSIS:

The Political Reform Act (California Government Code § 81000, et seq.) requires every local government agency to review its Conflict of Interest Code biennially to ensure it is up-to-date and amend the Code, if necessary.

Consideration to Adopt a Resolution Updating the City's Conflict of Interest CodePage 2 of 2

The Conflict of Interest Code designates employees that make, or participate in making, decisions that may foreseeably have a material effect on economic interests and establishes procedures for those employees to complete California Fair Political Practices Commission ("FPPC") Form 700 ("Statement of Economic Interests"), which is filed with the City Clerk's Office. The City Council, Planning Commissioners, City Manager, City Attorney, and City Treasurer are required to file an Annual Statement of Economic Interests in compliance with Government Code § 87200 and therefore those position designations are not required to be individually listed on (Exhibit "A") of the proposed resolution.

December 5, 2016 was the last review of the City's Conflict of Interest Code (Attachment "B"). Therefore, staff has performed a review of proposed revisions to the list of designated positions (Exhibit "A") and categories for officers and employees of the City and its legislative bodies, pursuant to Government Code Section 87306 and Section 18730 of Title 2, Division 6 of the California Code of Regulations. During the last four years, changes to the City's organization have occurred that includes changes to position titles. The list of proposed designated employees (Exhibit "A" of Attachment "A") has been evaluated, and modified to include the recent changes. Positions to be deleted are indicated by ~~striketrough~~, and positions that have been added or changed are underlined.

It is recommended that the City Council adopt Resolution No. 8043 (Attachment "A") amending the designated positions subject to the Conflict of Interest Code.

BUDGET IMPACT:

The biennial update of the City's Conflict of Interest Code is included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2020-2021 Adopted Budget.

CONCLUSION:

Staff has reviewed the list of designated positions and recommends that the City Council adopt Resolution No. 8043 (Attachment "A"), approving the amended designated positions subject to the Conflict of Interest Code.

ATTACHMENTS:

- A. Resolution No. 8043 with Exhibit "A"
- B. Resolution No. 7772
- C. 2020 Local Agency Biennial Notice and Instructions

ATTACHMENT “A”**RESOLUTION NO. 8043**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the “Act”) is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of San Fernando (the “City”) has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when “change is necessitated by changed circumstances, including the creation of new positions which must be designated”; and

WHEREAS, the Fair Political Practices Commission (“FPPC”), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit “A,”** shall constitute the updated Conflict of Interest Code for the City; and

RESO. NO. 8043

WHEREAS, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

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

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City's Conflict of Interest Code, are hereby approved.

SECTION 2. Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk's office.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting held on this 16th day of November 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RESO. NO. 8043**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8043 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of November, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of November 2020.

Julia Fritz, City Clerk

RESO. NO. XXXX**EXHIBIT A****PROPOSED AMENDMENTS****Designated Positions****Disclosure Categories****I. Administrative Department**

Assistant City Attorney	1, 2, 3, 4
City Clerk	5, 6

Key to Disclosure Categories for Administrative Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

II. Community Development Department

Deputy City Manager/Director of Community Development-Director	
1, 2, 3	
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Community Preservation Officer	1, 2, 3
Building & Safety Supervisor	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

RESO. NO. XXXX

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

III. Finance Department

Director of Finance~~inance Director~~

1, 2, 3, 4

Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

IV. Public Works Department

<u>Director of Public Works</u> Director	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
<u>Public Works Operations Manager</u>	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Water Superintendent	1, 2, 3, 4, 5
Equipment and Materials Supervisor	1, 2, 3, 4, 5

RESO. NO. XXXXKey to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

V. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2
Recreation Supervisor	1, 2
Community Services Supervisor	1, 2
Cultural Arts Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

RESO. NO. XXXX**VI. Police Department**

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

VII. Consultants

Consultant	1
------------	---

Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)

RESOLUTION NO. 7772**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.)(the “Act”) is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of San Fernando (the “City”) has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when “change is necessitated by changed circumstances, including the creation of new positions which must be designated”; and

WHEREAS, the Fair Political Practices Commission (“FPPC”), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional

positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

WHEREAS, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

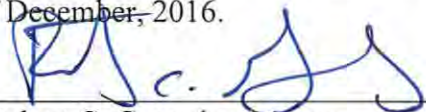
BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City's Conflict of Interest Code are hereby approved.

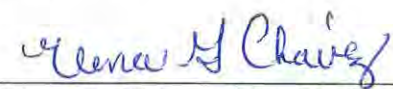
SECTION 2. Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk's office.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting held on this 5th day of December, 2016.


Robert C. Gonzales, Mayor

ATTEST:


Elena G. Chavez, 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 5th day of December, 2016 by the following vote, to wit:

AYES: Gonzales, Fajardo, Lopez, Soto – 4

NOES: None

ABSENT: Ballin – 1



Elena G. Chávez, City Clerk

EXHIBIT A

Designated Positions

Disclosure Categories

I. Administrative Department

Assistant City Attorney	1, 2, 3, 4
City Clerk	5, 6

Key to Disclosure Categories for Administrative Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

II. Community Development Department

Community Development Director	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation Officer	1, 2, 3
Building & Safety Supervisor	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or

services subject to the review or approval of the Community Development Department.

3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

III. **Finance Department**

Finance Director

1, 2, 3, 4

Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

IV. **Public Works Department**

Deputy City Manager/Public Works Director

1, 2, 3, 4, 5

Management Analyst

1, 2, 3

Public Works Superintendent

1, 2, 3, 4, 5

Equipment and Materials Supervisor

1, 2, 3, 4, 5

Key to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

V. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2
Recreation Supervisor	1, 2
Community Services Supervisor	1, 2
Cultural Arts Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

VI. Police Department

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

VII. Consultants

Consultant	1
------------	---

Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)

2020 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

FAIR POLITICAL PRACTICES COMMISSION

2020 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2020**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2020**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2020 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](https://www.fppc.ca.gov).

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Joel Fajardo, Mayor

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: November 16, 2020

Subject: Consideration to Approve Calendar Year 2021 Business Permits for Certain Business Activities as Required by the City Code.

RECOMMENDATION:

It is recommended that the City Council approve the Business Permits for Calendar Year 2021 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the City Code.

BACKGROUND:

1. On August 31, 2020, Business Permit Renewal Applications for calendar year 2020 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit). The applications were due on September 30, 2020.
2. On October 20, 2020, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On November 9, 2020, all applications received by the Finance Department and approved by the Community Development Department were submitted to the Police Department for approval. All applications were approved.
4. On November 9, 2020, all completed applications received by the Finance Department and approved by the Community Development Department and Police Department were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

Consideration to Approve Calendar Year 2021 Business Permits for Certain Business Activities as Required by the City CodePage 2 of 2

ANALYSIS:

Article III of Chapter 22 of the San Fernando City Code (SFCC) requires certain types of businesses (Attachment "B") to obtain a Business Permit as a prerequisite to receiving their regular Business License. Business Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business Permits are approved, they will expire on December 31, 2021. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

BUDGET IMPACT:

The Business Permit fees previously adopted by the City Council ensure the administrative costs associated with said application are recovered by the City.

CONCLUSION:

By approving Business Permits for the businesses noted in Attachment "A," the City Council authorizes those businesses to continue their operations for calendar year 2021 at the specified commercial addresses.

ATTACHMENTS:

- A. List of Business License Permit Applicants for 2021
- B. Section 22-215 of the City Code

ATTACHMENT “A”**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):****AUTOMOBILE DEALERS (USED)**

Western Motor Sports
Valley Auto Sales
Isaac’s Auto Sales
Rydell Chrysler Dodge Jeep Ram
Ganas Auto Group
Diego’s Auto Sales

DANCING

El Potro Bar

DANCING ACADEMY

Fox Studio of Dance
Royalty Dance Academy

FORTUNE TELLERS

Botanica Santa Barbara

MASSAGE

QQ Spa
Vide Spa

MISCELLANEOUS

Orange Grove Mobile Home Park
San Fernando Swap Meet

PEDDLERS

Garcia Produce

POOL TABLES

El Porto Bar

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:**PRIVATE PATROL/SECURITY**

Security Specialists / Tyan Inc

REFUSE DISPOSAL

Consolidated Disposal Service, LLC

SECOND-HAND MERCHANDISE

Cassell's Music

Goodyear Tire Center

Addax Inc

LE-TAC

SECOND-HAND JEWELRY (PAWNSHOP)

San Fernando Loan Company

ATTACHMENT “B”

A person desiring to obtain a permit to conduct, manage or deal in any business mentioned in section 22-215 of this article shall file an application in writing with the city council specifying by street and number the place where such business is proposed to be conducted or carried on.

Sec. 22-215.

Business or Activity for Which Permit is Required
Antique shop
Arcade
Auction (jewelry)
Auctioneer
Auto rental
Auto reposessor:
Owner
Employee
Auto wrecking
Bath
Bowling alley
Boxing (amateur) contest
Carnival
Closing-out sale
Dance, public (only one)
Dancehall:
Cafe, bar where liquor is sold
Public
Dancing academy
Dancing club
Escort bureau
Fire sale
Fireworks sale

Business or Activity for Which Permit is Required
Game, skill and chance
Handbill (as defined in <u>section 6-31</u>) distribution business
Junk and/or refuse collector
Junk dealer
Massage parlor
Merry-go-round
Pawnbroker
Pool room
Pool tables (two only), incidental to main business activity, per table
Private patrol
Secondhand dealer:
Auto parts
Books
General
Jewelry
Used automobile vehicles
Shooting gallery
Show (in liquor establishment)
Skating rink
Street speaking
Swap meet operator
Tattooing and/or body piercing
Trailer camps

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: November 16, 2020

Subject: Consideration to Authorize a Notice of Completion for the Las Palmas Park Banquet Room and Lobby Renovation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the improvements as constructed by Vincor Construction Inc. pursuant to the City's specification and plans and consider the work completed;
- b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention (\$5,200.23) after a 35-day lien period from the date the Notice of Completion is recorded.

BACKGROUND:

1. On April 20, 2020, the City Council awarded a Professional Services Agreement (Attachment "B" – Contract No. 1944) to Vincor Construction Inc. utilizing the cooperative purchasing agreement with Source-Well (formerly the National Joint Powers Alliance). California Government Code 6500 and the City's Purchasing Ordinance authorizes the City to participate in cooperative purchasing agreements like the one that was established with Source-Well.
2. On August 19, 2020, a Notice to Proceed was issued to Vincor Construction Inc.
3. On October 27, 2020, work was completed by the contractor, Vincor Construction, Inc.

Consideration to Authorize a Notice of Completion for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 2 of 3

ANALYSIS:

The scope of work for the Las Palmas Park Banquet Room and Lobby Renovation Project included removing existing flooring in the banquet room and kitchen, installing new high traffic luxury vinyl tile, and painting the banquet room, kitchen and lobby. The work also included remodeling the kitchen's cabinets and countertops, adding a commercial grade sink to the kitchen and installing security glass windows to the front reception desk in the lobby.

The project did not incur any change orders and the work was completed on schedule. Recreation and Community Services (RCS) staff conducted an initial job inspection on October 7, 2020, pointing out minor corrections that were needed to the contractor. Vincor Construction Inc. made all the necessary corrections and handed over the project to RCS staff on October 27, 2020.

Subsequently, Vincor Construction Inc. submitted a Contractor's Application for Payment in the amount of \$98,804.39 that has been added to the November 16, 2020 warrant register for City Council's approval. A five percent retention of \$5,200.23 will be remitted to the Contractor after a 35-day lien period from the date the Notice of Completion is recorded.

The cost of the Las Palmas Park Banquet Room and Lobby Renovation Project will be reimbursed entirely through the Safe Neighborhood Parks Proposition A (1992 and 1996) Maintenance and Servicing Funds.

BUDGET IMPACT:

The City Council's adoption of the Fiscal Year 2019-2020 budget and the approved Resolution No. 7987 (Attachment "C"- Resolution No. 7987) allocated \$122,773 to the Grant Funds Capital Projects budget (Fund 010). The total cost for the work completed by Vincor Construction Inc. is \$104,004.62.

CONCLUSION:

The Las Palmas Park Banquet Room and Lobby Renovation Project is complete and all work done is to staff's satisfaction and in conformance with the approved plans and specifications. Therefore, staff recommends that the City Council accept the job as performed, direct staff to file the Notice of Completion, and authorize the payment of a retention for \$5,200.23, after a 35-day lien period from the date the Notice of Completion is recorded.

Consideration to Authorize a Notice of Completion for the Las Palmas Park Banquet Room and Lobby Renovation Project

Page 3 of 3

ATTACHMENTS:

- A. Notice of Completion
- B. Contract No. 1944
- C. Resolution No. 7987

EXEMPT FROM RECORDING FEES PER GOVT
CODE SECTION 6103

ATTACHMENT "A"

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

City of San Fernando

Julia Fritz, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Construction of the Las Palmas Park Banquet Room and Lobby Renovation Project consisted of painting and installing new flooring in the banquet room and kitchen. Install storefront glazing for the front reception counter, installing a commercial grade 3 compartment sink and refinish countertops and cabinetry. Painting the reception lobby including window and door frames.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California and is describe as: 505 Huntington Street, San Fernando, CA 91340
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on November 16, 2020.
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Vincor Construction, Inc., 2651 Satum Street, Brea, CA 92821
8. **DECLARATION:** I, Julian Venegas, duly appointed Director of Recreation and Community Services of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Julian Venegas, Director of Recreation and Community Services
City of San Fernando, California
(City Seal)

Date

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by Julian Venegas, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Julia Fritz, Notary Public



PROFESSIONAL SERVICES AGREEMENT

Vincor Construction, Inc.

Las Palmas Park Banquet Room and Lobby Renovation Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of April 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Vincor Construction, Inc. A CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "1"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 PROSECUTION OF WORK: The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within **Five (5)** calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than **Ninety (90)** calendar days from the issuance of the Notice to Proceed (the "Completion Date");
 - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 2 of 17

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is detailed in the Contractor's Price Proposal Summary (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED TEN THOUSAND, SIX HUNDRED FIFTY THREE DOLLARS (\$110,653.00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within Ten (10) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 3 of 17

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses, which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Director of Recreation and community Services (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Kang Vice, President to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 4 of 17

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training,

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 5 of 17

knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**

Page 6 of 17

- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 7 of 17

-
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 8 of 17

- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 9 of 17

immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 10 of 17

pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 11 of 17

additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 12 of 17

-
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 13 of 17

contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 14 of 17

CONSULTANT:

Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
Attn: John Kang, Vice President
Phone: (714) 528-2900
Fax: (714) 528-2901
Email: John@vincorinc.com

CITY:

City of San Fernando
Recreation and Community Services
208 Park Street, San Fernando, CA 91340
Attn: Director of Recreation and
Community Services
Phone: (818) 898-1290
Fax: (818) 898-2155

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 15 of 17

-
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 16 of 17

addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.

Las Palmas Park Banquet and Lobby Renovation Project

Page 17 of 17

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

CITY OF SAN FERNANDO


By: _____


Nick Kimball, City Manager**VINCOR CONSTRUCTION, INC. A
CALIFORNIA CORPORATION**

By: _____

Name: _____

Title: _____


JOHN KANG
VICE PRESIDENT.**APPROVED AS TO FORM**

By: _____



Rick R. Olivarez, City Attorney
Richard Padilla

EXHIBIT "1"



Work Order Signature Document

EZIQC Contract No.: CA-08-SL-B-B-030618-VCI



New Work Order



Modify an Existing Work Order

Work Order Number.: 069024.00

Work Order Date: 06/18/2020

Work Order Title: Las Palmas Park rehab project

Owner Name: The City of San Fernando

Contractor Name: Vincor Construction Inc.

Contact: Julian Venegas

Contact: John Kang

Phone: 818-898-7381

Phone: 714-528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-08-SL-B-B-030618-VCI.

Brief Work Order Description:

The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$104,004.62

Owner Purchase Order Number:

Approvals

The City of San Fernando

6/23/2020

Date

Contractor

6/25/2020

Date



Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
714-528-2900

From: Julian Venegas
The City of San Fernando
117 Macneil St.
San Fernando, CA 91340
818-898-7381

Date Printed: June 18, 2020

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

Brief Scope: The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

01 - BANQUET ROOM AND KITCHEN – FLOORING AND PAINTING:

1. Demo and remove existing VCT, cove base wainscot wall covering.
2. Demo and remove existing kitchen counter top, sink and faucet.
3. Prep existing floor and install new LVT and cove base.
4. Patch existing drywall from wainscot wall covering removal to match existing finish.
5. Prep and paint existing walls up to 10' high in the banquet room. Prep and paint walls and ceiling in kitchen. Prep and paint door frames, doors and windows.
6. Furnish and install new crash/chair rail at existing banquet room locations.
7. Remove and re-install existing paper towel dispenser, soap dispenser and garbage disposal in kitchen.
8. Furnish and install new solid surface counter top with back splash, new stainless steel double bowl sink and faucet.
9. Existing receptacle outlets and light switches to remain protect in place.

04 – FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR:

1. Furnish and install new storefront system and glazing with required support reinforcing to sit on top of existing counter top. Provide (2) speak hole covers for workstations.
2. Furnish and install new storefront door with exit device, hardware and trim.
3. Provide wall blocking, patch wall and repair ceiling tiles as required.

07 - KITCHEN 3-COMPARTMENT SINK UPGRADE:

1. Furnish and install new 3-compartment sink and faucets. Modify existing plumbing and cabinets for new sink upgrade.
2. Credit back stainless steel double bowl sink and faucet and partial counter top previously scoped.
3. Excludes ice maker.

08 - FRONT RECEPTION LOBBY - PAINTING:

1. Prep and paint existing walls including high ceiling areas in the lobby stopping at the lobby stairs. Prep and paint door frames, doors and windows.

Detailed Scope of Work Continues..**Work Order Number:** 069024.00**Work Order Title:** Las Palmas Park rehab project

-
2. Patch existing drywall from wainscot wall covering removal to match existing finish.
 3. Remove and replace existing cove base associated with wall covering.
 4. Furnish and install new crash/chair rail at existing locations up to lobby stair area.

Clarifications:

- Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.
- Excludes and design, engineering, permit and plan check fees.
- Excludes any ACM/Lead testing and/or abatement.
- All furniture and personal items to be moved by others.
- Excludes any moisture testing and moisture barrier for existing flooring.
- Excludes any portable toilets for public use.

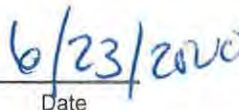
Subject to the terms and conditions of JOC Contract **CA-08-SL-B-B-030618-VCI**.

Contractor

6/25/2020

Date



The City of San Fernando
6/23/2020

Date

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Vincor Construction Inc.
2707 Saturn Street
Brea, CA 92821

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB CA-08-SL-B-B-030618-VCI" with an effective date of April 4, 2018, a maturity date of April 3, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2017	10277.62
2	April 2017	10678.15
3	May 2017	10692.17
4	June 2017	10707.81
5	July 2017	10789.26
6	August 2017	10841.56
7	September 2017	10822.82
8	October 2017	10817.11
9	November 2017	10870.06
10	December 2017	10873.56
11	January 2018	10878.01
12	February 2018	10889.17

Base Average
10761.4416

Option Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Option Average
11115.2983

Price Adjustment:
$$\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{11115.2983}{10761.4416} = 1.0329$$

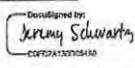
DocuSign Envelope ID: 37D8FFA2-BB34-43F6-BC7D-16983688B5B5

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# CA-08-SL-B-B-030618-VCI					
Non Pre-Priced Adjustment Factor	1.1351		1.0000		1.1351
Normal Working Hours Prevailing Wage	1.0270		1.0329		1.0608
Normal Working Hours Non-Prevailing Wage	0.5405		1.0329		0.5583
Other Than Normal Working Hours Prevailing Wage	1.0271		1.0329		1.0609
Other Than Normal Working Hours Non-Prevailing Wage	0.5406		1.0329		0.5584

Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of April 4, 2019 through April 3, 2020.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date: 2/25/2019 | 7:23 PM CST

Vincor Construction Inc. - #CA-08-SL-B-B-030618-VCI

By:  , Its: President

Name printed or typed: Vincent Cortes

Date: 2/25/2019 | 3:59 PM CST

If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA08SLBB-030618

GEOGRAPHIC AREA State of California - Southland

This Agreement dated April 04, 2018, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Vincor Construction, Inc. at the following address 2651 Saturn Street, Brea, CA 92821

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQ.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQ.com or via facsimile to (864) 233-9100.

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual NJPA Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 4,700,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY NJPA:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0270

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0271

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5405

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5406

(Specify to four (4) decimal places)

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1. 1351
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Agreement cannot exceed four (4) years. One additional one-year renewal-extension may be offered by NJPA to Contractor beyond the original three-year term if NJPA deems such action to be in the best interests of NJPA and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

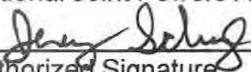
Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance



Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO
Print Name

Contractor



Authorized Signature

Vincent Cortes
Print Name

Contract Number: CA-08-SL-B-B-030618-VCI (assigned by NJPA)

RESOLUTION NO. 7987**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 ADOPTED ON JULY 1, 2019**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-2020, commencing July 1, 2019, and ending June 3, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City has accrued Safe Neighborhood Parks Proposition Prop. A Maintenance and Services Funds available to complete the Las Palmas Park Banquet Room and Lobby Renovation Project; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 31, 2020, a copy of which is on file in the City Clerk's office, was adopted on July 1, 2019.

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

Section 1. The following adjustment are made to the Budget:

CAPITAL GRANTS: Recreation and Community Services Grant Capital Projects (010):

Increase in Revenues	\$1,290
010-3683-3709	

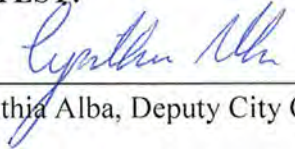
Increase in Expenditures	\$1,290
010-422-3709-4600	

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2020.

Joel Fajardo

Joel Fajardo, Mayor

ATTEST:


Cynthia Alba, Deputy 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 20th day of April, 2020, by the following vote wit:

AYES: Fajardo, Pacheco, Ballin, Gonzales, Mendoza – 5

NOES: None

ABSENT: None



Cynthia Alba, Deputy City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Matthew Baumgardner, Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: November 16, 2020

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with KOA Corporation (Attachment "A" – Contract No. 1942(a)) for construction management and inspection services related to the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. The Street Resurfacing Improvements and Federal Highway Safety Improvement Project on Glenoaks Boulevard consists of street resurfacing, utility, and traffic signal improvements on Glenoaks Boulevard from West City Limits to East City Limits. The improvements include new roadway pavement, removal and replacement of damaged sidewalk, driveway approaches, curb and gutters, ramps, crosswalks, cross-gutters, installation of signage, striping, traffic signal upgrades, traffic loop detectors, and small median islands.
2. In August 2016, the City was awarded a Federal Highway Safety Improvement Program (HSIP) grant of \$1,380,000 based on its application for the HSIP Cycle 7 Program funds.
3. On November 18, 2019, the City awarded construction Contract No. 1933 to All American Asphalt in the amount of \$2,399,784. The City also established a construction contingency of 10% of the contract amount, \$239,978 to cover the costs of unforeseen conditions.

Consideration to Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Glenoaks Boulevard Resurfacing and Highway Safety Improvement ProjectPage 2 of 4

4. In December 2019, the City sent out a Request for Proposals (RFP) for construction management and inspection services. On January 16, 2020, the City received seven proposals for construction management and inspection services of the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project.
5. On February 18, 2020, the City awarded Professional Services Contract No. 1942 (Attachment "B") to KOA Corporation for construction management and inspection services in an amount not-to-exceed \$178,400.

ANALYSIS:

KOA Corporation has been providing construction management and inspection services in the field during construction of the project. KOA's effort has focused on oversight of the contractor's work in the field, including the inspection and testing of the following:

- New concrete and asphalt construction;
- Installation of traffic signal upgrades, including new signals, wiring, cabinets, and traffic detection loops;
- Installation of signage;
- Striping of the newly paved road; and
- Construction of new median islands.

KOA is also responsible for managing the documentation of construction for proper submittal and closeout with Caltrans for reimbursement under the HSIP grant funding requirements for the project.

There have been a number of delays to the construction of the project, including:

- The electrical equipment supplier for the traffic signal cabinets was unable to stay open during the pandemic.
- Throughout the project, there was a limited supply of concrete and asphalt available, which significantly slowed down the pace of completion of sidewalk and roadwork construction.
- The contractor had issues pulling old, damaged wires through existing conduits at some traffic signal locations, which also impacted the pace of construction.
- Additional construction work within sidewalks and driveway approaches was necessary to ensure ADA (American with Disabilities Act) compliance.

Overall, the project has been delayed 80 working days beyond the anticipated duration of both the construction and KOA contracts. It is necessary to increase funding for KOA's contract until the completion of the project to ensure the cabinets, traffic loops, medians, and traffic signal

Consideration to Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project

Page 3 of 4

timers are properly inspected and that final documentation is submitted to Caltrans for grant reimbursement.

BUDGET IMPACT:

Overall, the total costs for the project are budgeted at \$3,047,727. This is comprised of \$2,639,762 for construction (including a 10% contingency) and \$407,965 for construction management and inspection services. The construction costs for the project are covered through a combination of funding from a HSIP (Highway Safety Improvement Program – Caltrans) Grant, Measure R (Metro), Water and Sewer Funds (local match funding from the City), and Transportation Development Act (TDA) funds. Construction management and inspection services are covered through a combination of Proposition C and Act TDA funds.

Staff has budgeted \$407,965 for construction management and inspection services associated with the project, which is more than KOA's contract and amendment amount combined (\$235,500). The KOA total contract is \$178,400, which is comprised of \$161,592 Proposition C funds and \$16,808 TDA funds. The additional \$57,100 needed to complete the project will be covered by available Proposition C funds.

The following table summarizes the status of the project funding and expenditures:

PROJECT FUNDING		
<i>Construction</i>	Budgeted	Expended
Federal HSIP Grant (Caltrans)	\$1,380,000	\$488,605
Measure R Local Return Program (Metro)	\$1,032,597	\$432,487
Water Fund	\$110,000	
Sewer Fund	\$110,000	
Fund 15 (TDA 3)	\$7,165	
<i>Total Construction Budget (incl. 10% contingency)</i>	\$2,639,762	
<i>Construction Management & Inspection</i>		
Proposition C	\$385,130	\$161,592
Fund 15 (TDA 3)	\$22,835	\$16,808
<i>Total Construction Management & Inspection Budget</i>	\$407,965	\$178,400
Total Project Funds	\$3,047,727	

Consideration to Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project

Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve the First Amendment to KOA Corporation's Contract No. 1942 for construction management and inspection services related to the Glenoaks Boulevard Resurfacing and Highway Safety Improvement Project and execute the Amendment.

ATTACHMENTS:

- A. Contract No. 1942 (a)
- B. Contract No. 1942

ATTACHMENT "A"
CONTRACT NO. 1942(a)

2020

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
KOA Corporation – Construction Management and Inspection Services for
Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**

THIS 2020 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – KOA Corporation - originally executed 18th day of February, 2020 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and KOA Corporation, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 16th day of November, 2020 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated February 18, 2020 and entitled "Professional Services Agreement – KOA Corporation – Construction Management and Inspection Services for Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P/728, Contract No. 1942 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of November 16, 2020.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of Two Hundred Thirty-Five Thousand Dollars (\$235,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

CONTRACT NO. 1942(a)

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:**CONSULTANT****City of San Fernando****KOA Corporation**

By: _____
Nick Kimball
City Manager

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

KOA CORPORATION

Construction Management and Inspection Services
Glenoaks Blvd Street Resurfacing and Highway Safety Improvement Project
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of February 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and KOA CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 PROSECUTION OF WORK: The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within THIRTY (30) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than ONE HUNDRED working days from the issuance of the Notice to Proceed (the "Completion Date");
 - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**

Page 2 of 17

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$178,400) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 3 of 17

examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.5 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Interim Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Chuck Stephan, PE, LEED AP, VP/Director of CM Division to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**

Page 4 of 17

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills,

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 5 of 17

training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 6 of 17

- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 7 of 17

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 8 of 17

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 9 of 17

of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 10 of 17

as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**

Page 11 of 17

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**

Page 12 of 17

suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 13 of 17

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**

Page 14 of 17

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:

KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
Attn: Chuck Stephan, PE, LEED AP
VP/Director of CM Division
Phone: (323) 260-4703
Fax: (323) 260-4705
Email: cstephan@koacorp.com

CITY:

City of San Fernando
Public Works Department/Engineering
117 Macneil Street
San Fernando, CA 91340
Attn: Patsy Orozco, Civil Eng. Assist. II
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further,

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services

Page 15 of 17

CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments,

PROFESSIONAL SERVICES AGREEMENT**Construction Management and Inspection Services**Page 16 of 17

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

Construction Management and Inspection Services


Page 17 of 17

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


CITY OF SAN FERNANDO

By: 
Nick Kimball, City Manager

KOA CORPORATION

By: 
Name: Joel Falter
Title: Vice President / corporate Secretary

APPROVED AS TO FORM

By:  for
Rick R. Olivarez, City Attorney
Richard Padilla
Asst. City Dir.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Mary Mendoza

Date: November 16, 2020

Subject: Consideration to Adopt a Resolution Expressing the City's Support for California Citizens for Local Control and Actions to Strengthen Local Authority and Control as Related to Local Zoning and Housing Issues

RECOMMENDATION:

It is recommended that City Council adopt Resolution No. 8044 (Attachment "A"), expressing the City's support for California Citizens for Local Control and Actions to strengthen local authority and control relating to its zoning and housing issues.

BACKGROUND:

1. Southern California Association of Governments (SCAG) Regional Council adopted a final Regional Housing Needs Assessment (RHNA) allocation methodology that aligned with the regional housing need determination of the California Department of Housing and Community Development (HCD) of 1,341,827 total homes for SCAG to distribute among its local governments.
2. On May 7, 2020, the SCAG Regional Council voted to delay adopting the Connect SoCal plan in its entirety by up to 120 days, effectively postponing the distribution of draft RHNA allocation, appeals process, and the eventual adoption of the final RHNA allocation. In addition, the Regional Council approved the Sixth Cycle RHNA appeals procedures.
3. On September 4, 2020, SCAG formally issued notification of the Sixth Cycle (2021-2029) draft RHNA allocation that included 1,791 housing units for the City of San Fernando. The notification also included the Sixth RHNA Cycle Appeals Procedures.
4. On October 5, 2020, the City Council received a presentation regarding the City's Sixth Cycle (2021-2029) draft RHNA allocation which demonstrated allocation of 1,791 units and represents an 825 percent increase over the Fifth Cycle (2013-2021) RHNA allocation of 217 units.

Consideration to Adopt a Resolution Expressing the City's Support for California Citizens for Local Control and Actions to Strengthen Local Authority and Control as Related to Local Zoning and Housing IssuesPage 2 of 2

5. On October 26, 2020, pursuant to City Council direction, staff submitted an appeal to SCAG of San Fernando's RHNA allocation. A decision on the appeal is currently pending.
6. On November 2, 2020, Councilmember Mendoza requested an agenda item to adopt a resolution expressing opposition to proposed state legislation that usurps local authority and control as it relates to planning and zoning and imposes unfunded mandates to local jurisdictions. After discussion, City Council directed staff to prepare a resolution to present to City Council for adoption.

ANALYSIS:

The Regional Housing Needs Assessment (RHNA) is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan. The RHNA quantifies the need for housing within each jurisdiction during specified planning periods.

The City Council expresses its strong support for California Citizens for Local Control and its actions to strengthen local authority and controls related to zoning and housing needs. The City Council expresses strong opposition to the State of California Legislature's proposed bills that usurps the authority of local jurisdictions.

BUDGET IMPACT:

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

CONCLUSION:

It is recommended that City Council Adopt Resolution No. 8044 (Attachment "A"), expressing the City's Support for California Citizens for Local Control and Actions to Strengthen Local Authority and Control relating to Local Zoning and Housing Issues.

ATTACHMENT:

- A. Resolution No. 8044

ATTACHMENT "A"**RESOLUTION NO. 8044****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, EXPRESSING SUPPORT FOR CALIFORNIA CITIZENS FOR LOCAL CONTROL AND ACTIONS TO STRENGTHEN LOCAL AUTHORITY AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES**

WHEREAS, the legislature of the State of California has proposed a number of bills addressing a range of statewide housing issues;

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit their city and residents;

WHEREAS, these imposed mandates do not take into account the needs and differences of the City of San Fernando and other jurisdictions throughout the state;

WHEREAS, the City of San Fernando has a proven track record as a responsible local jurisdiction committed to adhering to the objectives of the legislature of the State of California but has been assigned unattainable density growth targets; and

WHEREAS, the City of San Fernando feels strongly that our local government is best able to assess the needs of our community for equitable growth and objects to the proliferation of state legislation that deprives us of that ability.

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

SECTION 1: The representations set forth in the Recitals above, are true and correct.

SECTION 2: That by adoption of this Resolution, the City of San Fernando expresses its strong opposition to state legislation that usurps local control and to the current practice of state legislature passing bills directly impacting and interfering with cities zoning authority.

SECTION 3: The City of San Fernando is an advocate of local control as the best means to protect its residents and business owners, and promote the goals and priorities of the community. The modified RHNA allocation methodology, as well as the manner in which it was approved by the Southern California Association of Governments (SCAG) Regional Council questions the integrity of what is mandated to be a collaborative RHNA process, negating months of local participation conducted in good faith.

SECTION 4: The City of San Fernando expresses its strong support for California Citizens for Local Control and Actions to Strengthen Local Authority and control, as related to local zoning and housing issues.

RESO. NO. 8044

SECTION 5: The City of San Fernando will explore various ways to protect the ability of cities ability to retain control their own destiny of zoning authority that is one of the fundamental powers of local jurisdictions.

SECTION 6: That the City Clerk shall certify to the adoption of this Resolution that shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of November, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RESO. NO. 8044

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8044 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of November, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of November, 2020.

Julia Fritz, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: November 16, 2020

Subject: Discussion Regarding COVID-19 Response Efforts and Approval of Proposed Recommendations

RECOMMENDATION:

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review and approval of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

ANALYSIS:

I have placed this on the agenda for City Council to discuss the City's response efforts and policy initiatives related to the COVID-19 pandemic and provide direction to staff, as appropriate.

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

Staff Updates.

State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A").

Los Angeles County Department of Public Health (LACDPH) Safer At Home Health Order.

Staff will provide an update on current Health Orders issued by the LACDPH and key COVID-19 related metrics (Attachment "B").

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 2 of 4

Health Order Enforcement.

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

City Facility Closures.

City Hall is open to the public with modified hours (i.e. Monday, Wednesday and Thursday from 12 pm to 5:30 pm). All visitors to City Hall must adhere to the County of Los Angeles Department of Public Health guidelines for physical distancing and must wear a cloth face covering at all times to help slow the spread of COVID-19 in our community.

Indoor recreational facilities remain closed to the public except when a heat advisory is issued or a Public Safety Power Shutoff (PSPS) notice is provided by Southern California Edison and the Las Palmas Park facility is open as a cooling center or emergency shelter. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open.

Upcoming Holiday Celebrations.

On November 9, 2020, the LACDPH issued guidance for celebrating holidays (Attachment "C"). Currently, gatherings (of more than three households) and holiday displays or photo opportunities that do not allow a six-foot physical distance are not permitted and door to door activities is still not recommended.

Among other no-contact activities (i.e., online parties, car parades, holiday movie nights at drive in-theaters, etc.), LACDPH advises the following:

- The fewer people you and your household have in-person contact with, the lower your risk of getting COVID-19.
- Up to three households are allowed to gather as long as the gathering is outside, lasts no more than two hours, and everyone stays at least six-feet from non-household members.
- If you and your household choose to take this risk, it is safer to mix with the same one to two households repeatedly rather than with different groups.

San Fernando Residential Food Program.

The City Council allocated \$100,000 in CDBG/CARES Act funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program will provide a box of non-perishable food items (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment including masks, hand sanitizer, and disinfectant solution may also be provided.

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 3 of 4

To apply, interested households must complete a self-certification form that will be submitted to LA County for approval. Once approved, the City will schedule date and time for a no-contact distribution of food to qualified households. Applications may be completed online or downloaded via the City's website (WWW.SFCITY.ORG/Coronavirus/#Resident-Resources).

The first San Fernando Residential Food Distribution event was held on October 17, 2020, with a total of 114 applicants being invited to pick-up their box of non-perishable food and PPE items. Of the 114, approximately 79 applicants attended to receive their items. The next distribution event is scheduled for November 21, 2020, with an applicant cutoff deadline of November 6, 2020.

San Fernando Personal Protective Equipment (PPE) for Businesses Program.

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

To apply, interested businesses must complete an application and submit it to the City for approval. Once approved, the City will schedule date and time for a no-contact distribution of equipment to qualified businesses. Applications may be completed online or downloaded via the City's website (WWW.SFCITY.ORG/Coronavirus/#Business-Resources).

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution is scheduled to be held during the week of November 2, 2020.

COVID-19 Testing.

On Friday, November 13, 2020 and Saturday, November 14, 2020, the City of San Fernando partnered with Curative, Inc. to offer walk-up testing at Recreation Park through the City of Los Angeles Fire Department and CORE, the community organized relief effort non-profit organization.

Public Medical Point of Dispensing (MPOD) Location.

Staff has been working with the County of Los Angeles Department of Public Health (DPH) to draft a Memorandum of Understanding (MOU) designating the Recreation Park and Las Palmas Park facilities eligible MPOD locations. Through the MOU, the City would partner with DPH to dispense life-saving Medical Counter Measures (MCM) to the public during a public health emergency. To qualify locations in the City as MPODs, the proposed facilities must meet certain County MPOD requirements, City staff must complete training exercises and the City must execute an MOU. The site inspections have been completed and the training/MOU adoption are tentatively scheduled for January/February 2021. The MPOD structure may be used to distribute

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 4 of 4

a COVID-19 vaccination when it becomes widely available and would open to everyone with no restrictions.

BUDGET IMPACT:

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

ATTACHMENTS:

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data – as of November 11, 2020
- C. LA County Holiday Guidance (November 9, 2020)
- D. AP News Article (November 9, 2020)
- E. Pfizer News Release (November 9, 2020)

ATTACHMENT "A"

As of 11/10/2020

CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY



County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed.	Positivity rate** 7-day average of all COVID-19 tests performed that are positive.	
		Entire county	Healthy equity quartile
WIDESPREAD Many non-essential indoor business operations are closed	More than 7.0 Daily new cases (per 100k)	More than 8.0% Positive tests	
SUBSTANTIAL Some non-essential indoor business operations are closed	4.0 – 7.0 Daily new cases (per 100k)	5.0 – 8.0% Positive tests	5.3 – 8.0% Positive tests
MODERATE Some indoor business operations are open with modifications	1.0 – 3.9 Daily new cases (per 100k)	2.0 – 4.9% Positive tests	2.2 – 5.2% Positive tests
MINIMAL Most indoor business operations are open with modifications	Less than 1.0 Daily new cases (per 100k)	Less than 2.0% Positive tests	Less than 2.2% Positive tests

*Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

**Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

ATTACHMENT "B"

City of San Fernando Daily COVID-19 Data

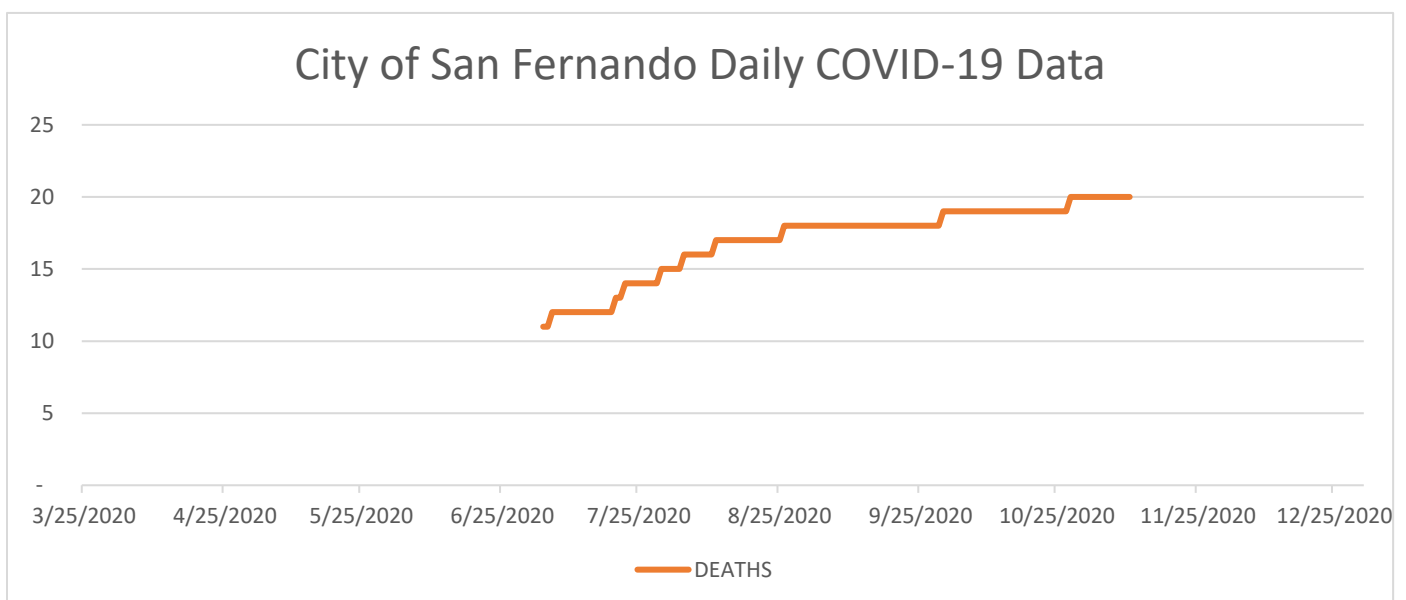
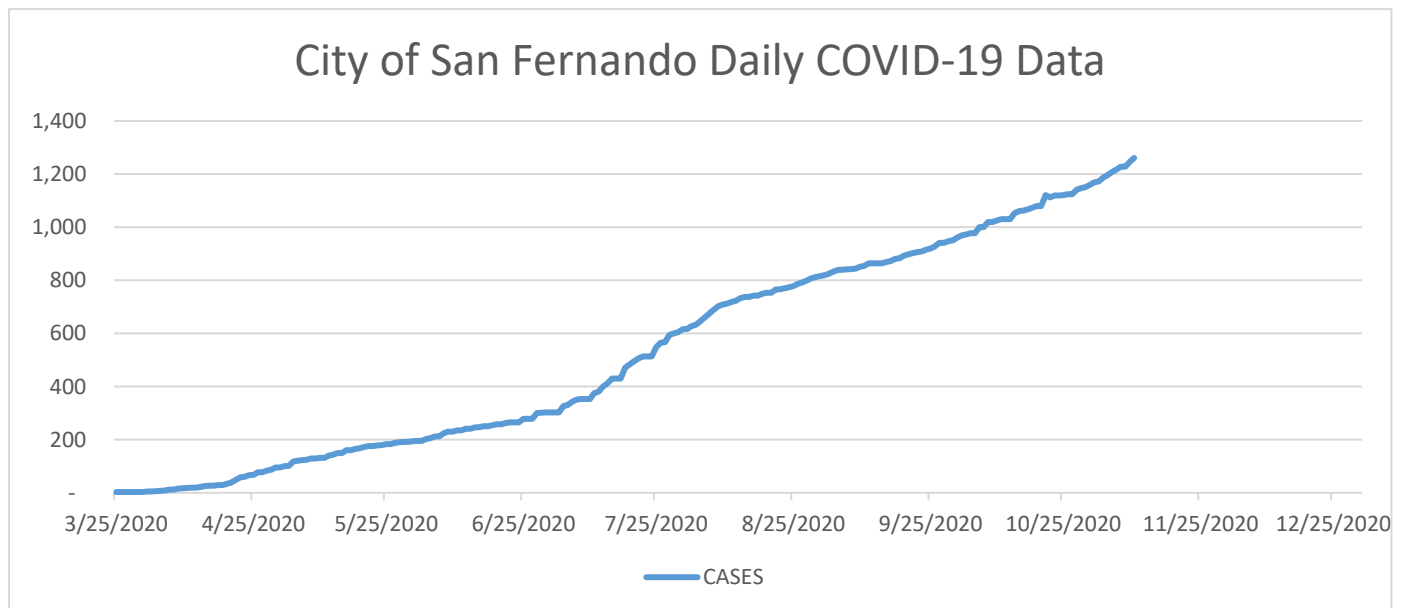
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; statistics captured daily.

Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando

Total Cases (as of November 10, 2020): 1,261

Total Deaths (as of November 10, 2020): 20



LA County Daily COVID-19 Data

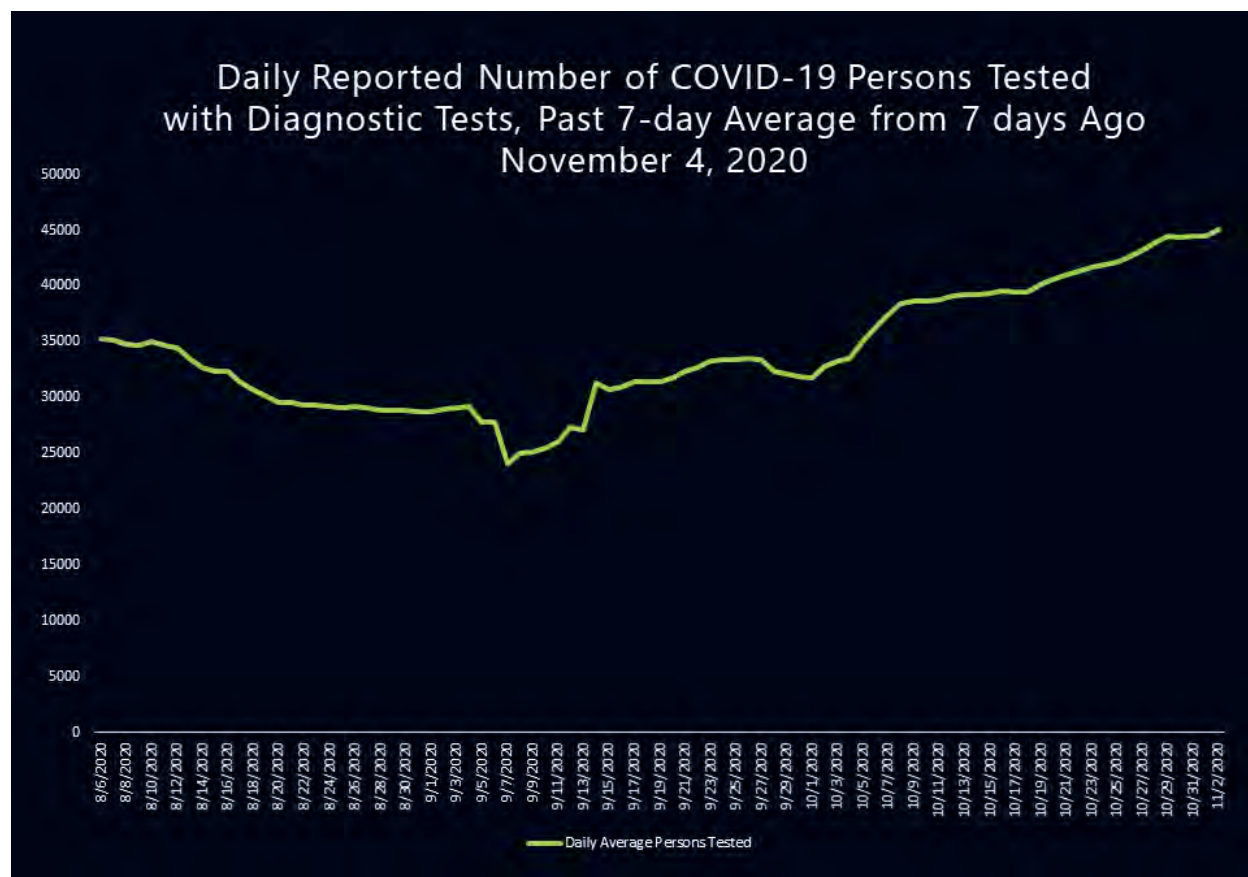
SOURCE:

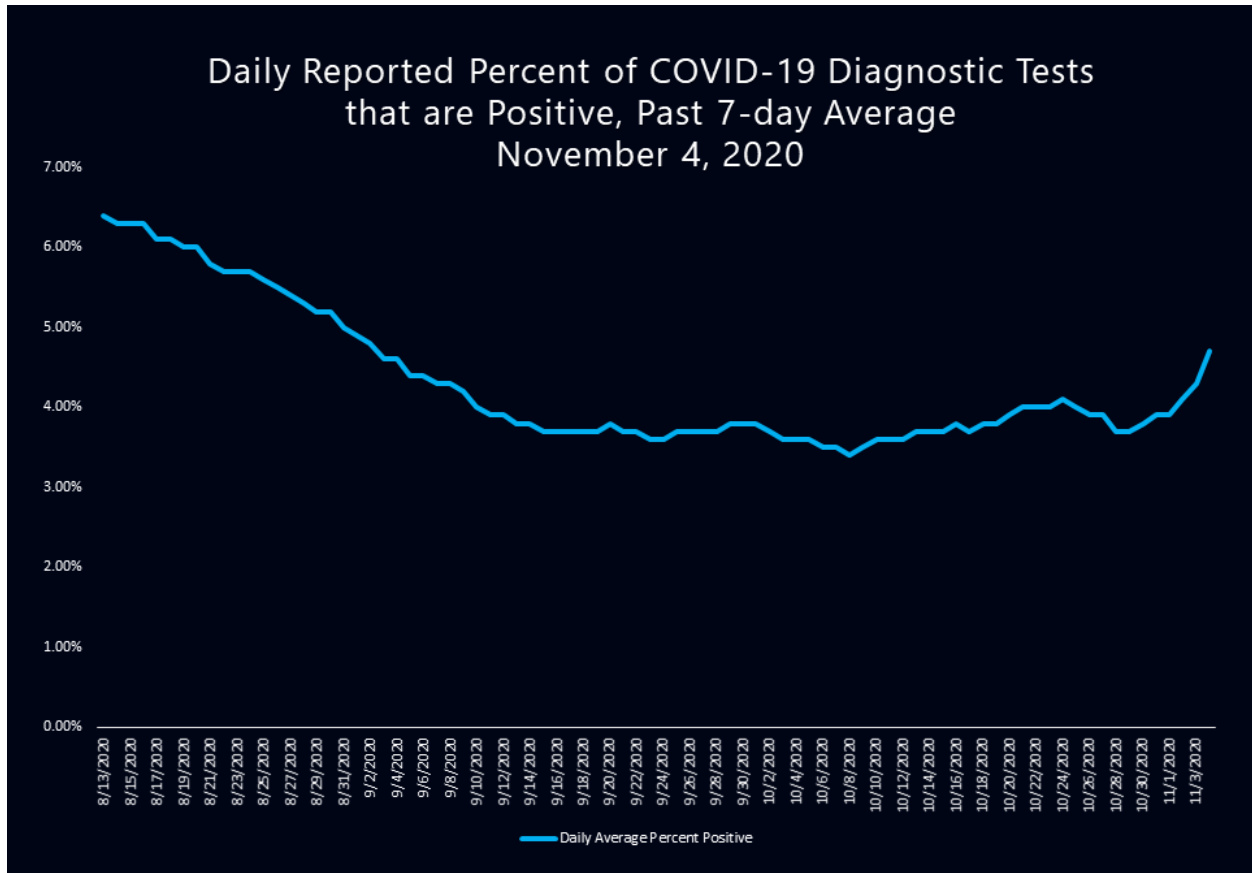
<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; visited on 11/12/2020 @ 9:24 am.

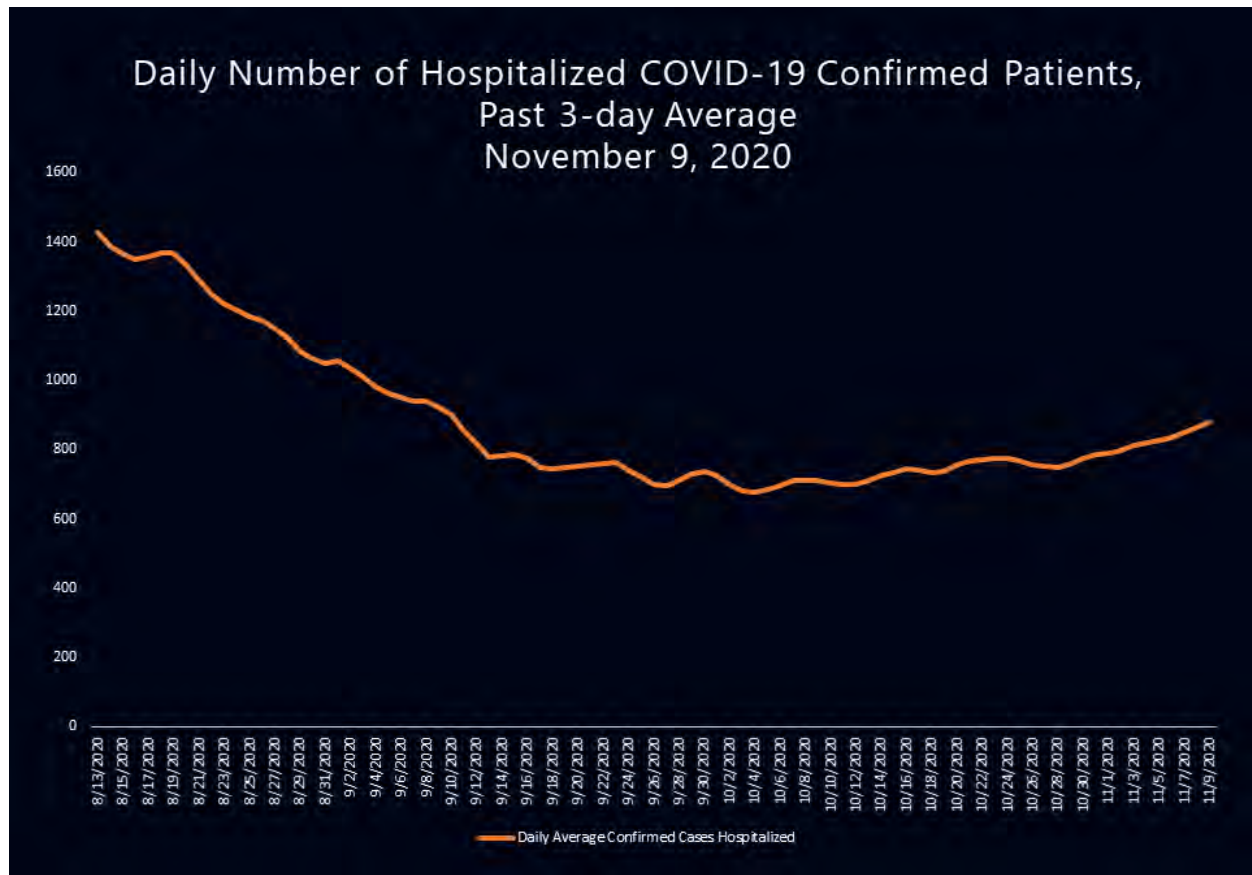
Graph 1: Daily Reported Persons Tested for COVID-19

7-Day Daily Average: 35,307

Total Number of People Tested: 3,302,004



Graph 2: Daily Reported Percent Positive for COVID-19**7-Day Daily Average: 4.7%**

Graph 3: Daily Number of COVID-19 Hospitalized**Current Hospitalizations (11/11/20): 903**

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Guidance for Celebrating Holidays

Recent Updates:

11/9/20: Purchasing trees from holiday tree lots is permitted as long as the holiday tree lot complies with required retail protocol and no amusement park, gathering, or festival type activities occur at the holiday tree lot.

As families start to plan for the holiday season it is important to consider how to celebrate safely in order to minimize the risk of exposure to COVID-19. Planning early and identifying safe alternatives to some of the more traditional but risky methods of celebration will be key. The Los Angeles County Department of Public Health would like to share information on how to take part in the holiday season in a manner that reduces the risk of spreading COVID-19. Since some of the traditional ways in which holidays are celebrated are not permitted this year, consider some safer alternatives that are listed below.

Not Permitted (gatherings and events are not currently allowed under the Health Officer Order)

- Carnivals, amusement parks or festivals.
- Department store Santa/holiday displays or photo opportunities that do not allow everyone to maintain 6 feet of physical distance from non-household members at all times.

Not Recommended

- Door to door activities, such as caroling, are not recommended because it can be very difficult to maintain proper social distancing on porches and at front doors and ensure that everyone answering or coming to the door is appropriately masked to prevent disease spread.

Permitted and Recommended

- Online parties/contests (e.g. Thanksgiving meal, tree trimming).
- Car parades that comply with public health guidance for [vehicle-based parades](#) including:
 - a. Drive by events or contests where individuals dress up or decorate their vehicles and drive by "judges" that are appropriately physically distanced.
 - b. Drive through events where individuals remain in their vehicles and drive through an area with holiday displays.
 - c. Drive in events where individuals can receive a treat bag (limited to commercially packaged non-perishable treats) or take away item from an organizer while the participants remain in their vehicle.
 - d. Drive in events where individuals drop off or pick up toys or other donations.
- Holiday movie nights at drive-in theaters (must comply with the public health [drive-in movie theater](#) guidance).
- Live Performances or Concerts done at Drive-in theaters (must comply with the public health [drive-in movie theater](#) protocol).
- Holiday themed meals at outdoor restaurants (must comply with the [restaurant](#) protocol).

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Guidance for Celebrating Holidays

- Holiday themed art installations at an outdoor museum (must comply with the public health [museum protocol](#)).
- Dressing up homes and yards with holiday themed decorations.
- Buy and decorate a Christmas tree (tree lots must comply with the public health [retail establishment protocol](#) and may not have amusement park or carnival type activities such as rides, face painting, petting zoos, food service, bounce houses or visits with Santa that are closer than six feet.)
- Gatherings of 3 households are permitted if they are held outdoors.

The fewer people you and your household have in-person contact with, the lower your risk of getting COVID-19. You and your household are allowed to gather with one or two other households as long as the gathering is outside, lasts no more than 2 hours, and everyone wears face coverings and stays at least 6ft from non-household members. If you do choose to take this risk, it is safer to mix with the same 1-2 household(s) repeatedly rather than with different groups. For additional details on private gatherings see the posted [Health Officer Order for Reopening Safer at Work and in the Community](#).

Travel

Since the holiday season is often a busy travel time, you may be considering doing a bit of travel this time of year for vacation or to visit friends and family. Before you travel consider the following:

- Is COVID-19 spreading at your destination?
 - The more cases at your destination, the more likely you are to get infected during travel and spread the virus to others when you return.
 - The following CDC sites can help you to assess the risk of travel both locally and internationally:
 - [CDC COVID Data tracker](#)
 - [CDC Travel Recommendation by Destination](#)
- Are you or is someone you live with at increased risk for severe illness from COVID-19?
 - Anyone can get very ill from the virus that causes COVID-19, but older adults and people of any age with certain underlying medical conditions are at increased risk for severe illness if they become infected with COVID-19.
- Does your destination have requirements or restrictions for travelers?
 - Some destinations have requirements, such as requiring people to test prior to travel or to quarantine upon arrival. Check state, territorial, tribal and local public health websites for information before you travel. If you are traveling internationally, check the destination's Office of Foreign Affairs or Ministry of Health or the [US Department of State, Bureau of Consular Affairs, Country Information](#) page for details about entry requirements and restrictions for arriving travelers.
- It is important to note that LA County recommends that travelers stay home for 14 days when arriving into LA after travel.

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Guidance for Celebrating Holidays

Personal Protection Measures:

Regardless of how you choose to celebrate the holidays it is important to keep the following in mind:

1. Correctly wear a cloth face covering to prevent disease spread¹ when outside your home and around others that are not part of your household.
2. Avoid confined spaces - Actively stay away from indoor and outdoor spaces that don't allow for easy distancing of at least 6ft between you and others.
3. Avoid close contact – Stay at least 6 feet away (3 or more adult steps) from all other people who are not part of your own household, especially while talking, eating, drinking, and singing.
4. Remain outdoors as much as possible when socializing with people not in your household.
5. Wash or sanitize your hands often.
6. Clean frequently touched items regularly.
7. If you are sick, or you have been in contact with someone who is sick with COVID-19 or has symptoms of COVID-19 stay home, away from others, and get tested.

Know where to get reliable information

Beware of scams, false news and hoaxes surrounding novel coronavirus. Accurate information, including announcements of new cases in LA County, will always be distributed by Public Health through press releases, social media, and our website. The website has more information on COVID-19 including FAQs, infographics and a guide to coping with stress, as well as tips on handwashing.

- Los Angeles County Department of Public Health (LACDPH, County)
 - <http://publichealth.lacounty.gov/media/Coronavirus/>
 - Social media: @lapublichealth

Other reliable sources of information about novel coronavirus are:

- California Department of Public Health (CDPH, State)
 - <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
- Centers for Disease Control and Prevention (CDC, National)
 - <http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>

If you have questions and would like to speak to someone call the Los Angeles County Information line 2-1-1 which is available 24 hours a day.

¹ Wear masks with two or more layers to stop the spread of COVID-19. Wear the mask over your nose and mouth and secure it under your chin. For more info, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html> and <http://publichealth.lacounty.gov/media/Coronavirus/docs/protection/GuidanceClothFaceCoverings.pdf>

AP**Key events in development of Pfizer's COVID...**

Top Stories

Topics ▾

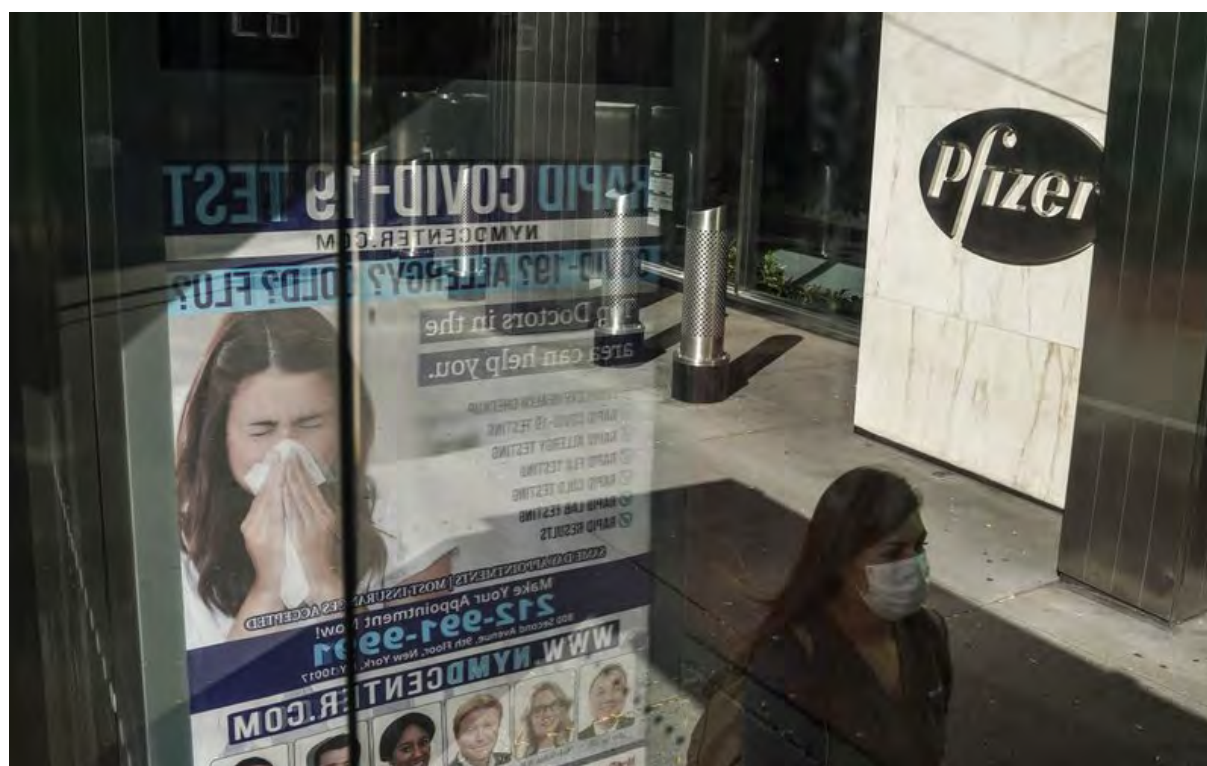
Video

Listen

**ATTACHMENT "D"**

Key events in development of Pfizer's COVID-19 vaccine

AP Medical Writer yesterday



AD

ENDS 11/30!
FREE
Fleece
Stadium
Blanket
with your
\$100 order

NSI Northern Sa
& Industrial
MEMBER OF THE WURTH GRO

Trending on AP N

Senator-elect Ma
temporary DC offLots of finger poi
runs out of moneGerman security
at virus protest

Key events in the development of a COVID-19 vaccine by partners Pfizer Inc. and Germany's BioNTech:

March 17 — Pfizer and BioNTech announce plans to jointly develop a COVID-19 vaccine using BioNTech's technology.

April 29 — Testing of four vaccine candidates begins with volunteers in Germany, one of six countries in the testing plan.

May 5 — Testing expands to the United States.

July 1 — Preliminary data shows one of four candidates appears to stimulate the immune system, is well tolerated.

July 22 — U.S. government agrees to buy 100 million vaccine doses for \$1.95 billion, with an option

AD



ADVERTISEMENT

30% OFF

July 27 — Late-stage tests begin for 30,000 volunteers; companies could seek U.S. regulatory approval as early as October if all goes well.

Aug. 20 — The partners announce promising early data from testing of their lead vaccine candidate.

Sept. 8 — With pressure mounting for a vaccine before the U.S. election, CEOs of Pfizer, BioNTech and seven other major drugmakers pledge to stand with the science and not be rushed.

Sept. 12 — Proposal made to expand study enrollment to 44,000 volunteers to include teenagers and people with certain chronic illnesses; regulators later agree.

Oct. 16 — Pfizer says it can't request emergency use of vaccine before the third week of November, when safety information due.

Nov. 8 — Independent board analyzes test results so far and notifies Pfizer.

Nov. 9 — Pfizer announces the vaccine appears to be about 90% effective, based on 94 infections so far in study volunteers.

Late November — Pfizer expects to have more data on effectiveness, along with information on safety and manufacturing quality. Soon after that, Pfizer expects to apply for emergency use authorization in the U.S.

End of year: Pfizer expects to have up to 50 million doses available.

The Associated Press Health and Science Department receives support from the Howard Hughes Medical Institute's Department of Science Education. The AP is solely responsible for all content.



PFIZER AND BIONTECH ANNOUNCE VACCINE CANDIDATE AGAINST COVID-19 ACHIEVED SUCCESS IN FIRST INTERIM ANALYSIS FROM PHASE 3 STUDY

Monday, November 09, 2020 - 06:45am

- *Vaccine candidate was found to be more than 90% effective in preventing COVID-19 in participants without evidence of prior SARS-CoV-2 infection in the first interim efficacy analysis*
- *Analysis evaluated 94 confirmed cases of COVID-19 in trial participants*
- *Study enrolled 43,538 participants, with 42% having diverse backgrounds, and no serious safety concerns have been observed; Safety and additional efficacy data continue to be collected*
- *Submission for Emergency Use Authorization (EUA) to the U.S. Food and Drug Administration (FDA) planned for soon after the required safety milestone is achieved, which is currently expected to occur in the third week of November*
- *Clinical trial to continue through to final analysis at 164 confirmed cases in order to collect further data and characterize the vaccine candidate's performance against other study endpoints*

This press release features multimedia. View the full release here:

<https://www.businesswire.com/news/home/20201109005539/en/>
(<https://www.businesswire.com/news/home/20201109005539/en/>)

NEW YORK & MAINZ, GERMANY--(BUSINESS WIRE) Pfizer (<https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.pfizer.com&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=Pfizer+Inc.&index=1&md5=d0337944a630e69eae9b30606c646775>) (NYSE: PFE) and BioNTech SE (<https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.biontech.de&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=BioNTech+SE&index=2&md5=47b17ff102508bbf322271f0462f62a7>) (Nasdaq: BNTX) today announced their mRNA-based vaccine candidate, BNT162b2, against SARS-CoV-2 has demonstrated evidence of efficacy against COVID-19 in participants without prior evidence of SARS-CoV-2 infection, based on the first interim efficacy analysis conducted on November 8, 2020 by an external, independent Data Monitoring Committee (DMC) from the Phase 3 clinical study.

After discussion with the FDA, the companies recently elected to drop the 32-case interim analysis and conduct the first interim analysis at a minimum of 62 cases. Upon the conclusion of those discussions, the evaluable case count reached 94 and the DMC performed its first analysis on all cases. The case split between vaccinated individuals and those who received the placebo indicates a vaccine efficacy rate above 90%, at 7 days after the second dose. This means that protection is

achieved 28 days after the initiation of the vaccination, which consists of a 2-dose schedule. As the study continues, the final vaccine efficacy percentage may vary. The DMC has not reported any serious safety concerns and recommends that the study continue to collect additional safety and efficacy data as planned. The data will be discussed with regulatory authorities worldwide.

"Today is a great day for science and humanity. The first set of results from our Phase 3 COVID-19 vaccine trial provides the initial evidence of our vaccine's ability to prevent COVID-19," said Dr. Albert Bourla, Pfizer Chairman and CEO. "We are reaching this critical milestone in our vaccine development program at a time when the world needs it most with infection rates setting new records, hospitals nearing over-capacity and economies struggling to reopen. With today's news, we are a significant step closer to providing people around the world with a much-needed breakthrough to help bring an end to this global health crisis. We look forward to sharing additional efficacy and safety data generated from thousands of participants in the coming weeks." After discussion with the FDA, the companies recently elected to drop the 32-case interim analysis and conduct the first interim analysis at a minimum of 62 cases. Upon the conclusion of those discussions, the evaluable case count reached 94 and the DMC performed its first analysis on all cases. The case split between vaccinated individuals and those who received the placebo indicates a vaccine efficacy rate above 90%, at 7 days after the second dose. This means that protection is achieved 28 days after the initiation of the vaccination, which consists of a 2-dose schedule. As the study continues, the final vaccine efficacy percentage may vary. The DMC has not reported any serious safety concerns and recommends that the study continue to collect additional safety and efficacy data as planned. The data will be discussed with regulatory authorities worldwide.

"I want to thank the thousands of people who volunteered to participate in the clinical trial, our academic collaborators and investigators at the study sites, and our colleagues and collaborators around the world who are dedicating their time to this crucial endeavor," added Bourla. "We could not have come this far without the tremendous commitment of everyone involved."

"The first interim analysis of our global Phase 3 study provides evidence that a vaccine may effectively prevent COVID-19. This is a victory for innovation, science and a global collaborative effort," said Prof. Ugur Sahin, BioNTech co-founder and CEO. "When we embarked on this journey 10 months ago this is what we aspired to achieve. Especially today, while we are all in the midst of a second wave and many of us in lockdown, we appreciate even more how important this milestone is on our path towards ending this pandemic and for all of us to regain a sense of normality. We will continue to collect further data as the trial continues to enroll for a final analysis planned when a total of 164 confirmed COVID-19 cases have accrued. I would like to thank everyone who has contributed to make this important achievement possible."

The Phase 3 clinical trial of BNT162b2 began on July 27 and has enrolled 43,538 participants to date, 38,955 of whom have received a second dose of the vaccine candidate as of November 8, 2020. Approximately 42% of global participants and 30% of U.S. participants have racially and ethnically diverse backgrounds. The trial is continuing to enroll and is expected to continue through the final analysis when a total of 164 confirmed COVID-19 cases have accrued. The study also will evaluate the potential for the vaccine candidate to provide protection against COVID-19 in those who have had prior exposure to SARS-CoV-2, as well as vaccine prevention against severe COVID-19 disease. In addition to the primary efficacy endpoints evaluating confirmed COVID-19 cases accruing from 7 days after the second dose, the final analysis now will include, with the approval of the FDA, new secondary endpoints evaluating efficacy based on cases accruing 14 days after the second dose as well. The companies believe that the addition of these secondary endpoints will help align data across all COVID-19 vaccine studies and allow for cross-trial learnings and comparisons between these novel vaccine platforms. The companies have posted an updated version of the study protocol at <https://www.pfizer.com/science/coronavirus> (<https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.pfizer.com%2Fscience%2Fcoronavirus&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=https%3A%2F%2Fwww.pfizer.com%2Fscience%2Fcoronavirus&index=3&md5=a1219ad3b88193a158d1af94af70e9c7>).

Pfizer and BioNTech are continuing to accumulate safety data and currently estimate that a median of two months of safety data following the second (and final) dose of the vaccine candidate – the amount of safety data specified by the FDA in its guidance for potential Emergency Use Authorization – will be available by the third week of November. Additionally, participants will continue to be monitored for long-term protection and safety for an additional two years after their second dose.

Along with the efficacy data generated from the clinical trial, Pfizer and BioNTech are working to prepare the necessary safety and manufacturing data to submit to the FDA to demonstrate the safety and quality of the vaccine product produced.

Based on current projections we expect to produce globally up to 50 million vaccine doses in 2020 and up to 1.3 billion doses in 2021.

Pfizer and BioNTech plan to submit data from the full Phase 3 trial for scientific peer-review publication.

About Pfizer: Breakthroughs That Change Patients' Lives

At Pfizer, we apply science and our global resources to bring therapies to people that extend and significantly improve their lives. We strive to set the standard for quality, safety and value in the discovery, development and manufacture of health care products, including innovative medicines

and vaccines. Every day, Pfizer colleagues work across developed and emerging markets to advance wellness, prevention, treatments and cures that challenge the most feared diseases of our time. Consistent with our responsibility as one of the world's premier innovative biopharmaceutical companies, we collaborate with health care providers, governments and local communities to support and expand access to reliable, affordable health care around the world. For more than 150 years, we have worked to make a difference for all who rely on us. We routinely post information that may be important to investors on our website at www.Pfizer.com

([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=4&md5=096fd18cbb2080bbf0648f113ee022b8)

[id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=4&md5=096fd18cbb2080bbf0648f113ee022b8](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=4&md5=096fd18cbb2080bbf0648f113ee022b8)).

In addition, to learn more, please visit us on www.Pfizer.com ([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=5&md5=59417332af2714bc0487ab9899579f89)

[id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=5&md5=59417332af2714bc0487ab9899579f89](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.pfizer.com%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.Pfizer.com&index=5&md5=59417332af2714bc0487ab9899579f89)).

and follow us on Twitter at @Pfizer ([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer&index=6&md5=673181ec7e6f7a65d672ff5a1a88c772)

[id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer&index=6&md5=673181ec7e6f7a65d672ff5a1a88c772](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer&index=6&md5=673181ec7e6f7a65d672ff5a1a88c772)), and

@Pfizer News ([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer_news&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer+News&index=7&md5=2a8803c16db304f5186ec2d8807ffc68)

[id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer_news&esheet=52322747&newsitemid=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer_news&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer+News&index=7&md5=2a8803c16db304f5186ec2d8807ffc68)

[US&anchor=%40Pfizer+News&index=7&md5=2a8803c16db304f5186ec2d8807ffc68](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Ftwitter.com%2Fpfizer_news&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=%40Pfizer+News&index=7&md5=2a8803c16db304f5186ec2d8807ffc68)), LinkedIn

([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=LinkedIn&index=8&md5=9c9f45bef8c9bd5f09c1daca19b861c1)

[id=smartlink&url=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=LinkedIn&index=8&md5=9c9f45bef8c9bd5f09c1daca19b861c1)

[US&anchor=LinkedIn&index=8&md5=9c9f45bef8c9bd5f09c1daca19b861c1](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=LinkedIn&index=8&md5=9c9f45bef8c9bd5f09c1daca19b861c1)), YouTube

([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.youtube.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=YouTube&index=9&md5=a55c6cff172a55f64462d592ef32082b)

[id=smartlink&url=https%3A%2F%2Fwww.youtube.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.youtube.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=YouTube&index=9&md5=a55c6cff172a55f64462d592ef32082b)

[US&anchor=YouTube&index=9&md5=a55c6cff172a55f64462d592ef32082b](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.youtube.com%2Fpfizer&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=YouTube&index=9&md5=a55c6cff172a55f64462d592ef32082b)) and like us on

Facebook at [Facebook.com/Pfizer](https://www.facebook.com/Pfizer) ([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.facebook.com%2FPfizer%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=Facebook.com%2FPfizer&index=10&md5=e50c574fbabfb4c27efad3e64b15c191)

[id=smartlink&url=https%3A%2F%2Fwww.facebook.com%2FPfizer%2F&esheet=52322747&newsitem](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.facebook.com%2FPfizer%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=Facebook.com%2FPfizer&index=10&md5=e50c574fbabfb4c27efad3e64b15c191)

[id=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.facebook.com%2FPfizer%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=Facebook.com%2FPfizer&index=10&md5=e50c574fbabfb4c27efad3e64b15c191)

[US&anchor=Facebook.com%2FPfizer&index=10&md5=e50c574fbabfb4c27efad3e64b15c191](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.facebook.com%2FPfizer%2F&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=Facebook.com%2FPfizer&index=10&md5=e50c574fbabfb4c27efad3e64b15c191)).

Pfizer Disclosure Notice

The information contained in this release is as of November 9, 2020. Pfizer assumes no obligation to update forward-looking statements contained in this release as the result of new information or future events or developments.

This release contains forward-looking information about Pfizer's efforts to combat COVID-19, the collaboration between BioNTech and Pfizer to develop a potential COVID-19 vaccine, the BNT162 mRNA vaccine program, and modRNA candidate BNT162b2 (including qualitative assessments of available data, potential benefits, expectations for clinical trials, anticipated timing of clinical trial readouts and regulatory submissions and anticipated manufacturing, distribution and supply), that involves substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Risks and uncertainties include, among other things, the uncertainties inherent in research and development, including the ability to meet anticipated clinical endpoints, commencement and/or completion dates for clinical trials, regulatory submission dates, regulatory approval dates and/or launch dates, as well as risks associated with preliminary and interim data, (including the Phase 3 interim data that is the subject of this release), including the possibility of unfavorable new preclinical or clinical trial data and further analyses of existing preclinical or clinical trial data; the risk that clinical trial data are subject to differing interpretations and assessments, including during the peer review/publication process, in the scientific community generally, and by regulatory authorities; whether and when data from the BNT162 mRNA vaccine program will be published in scientific journal publications and, if so, when and with what modifications; whether regulatory authorities will be satisfied with the design of and results from these and future preclinical and clinical studies; whether and when any biologics license and/or emergency use authorization applications may be filed in any jurisdictions for BNT162b2 or any other potential vaccine candidates; whether and when any such applications may be approved by regulatory authorities, which will depend on myriad factors, including making a determination as to whether the vaccine candidate's benefits outweigh its known risks and determination of the vaccine candidate's efficacy and, if approved, whether it will be commercially successful; decisions by regulatory authorities impacting labeling, manufacturing processes, safety and/or other matters that could affect the availability or commercial potential of a vaccine, including development of products or therapies by other companies; disruptions in the relationships between us and our collaboration partners or third-party suppliers; risks related to the availability of raw materials to manufacture a vaccine; challenges related to our vaccine candidate's ultra-low temperature formulation and attendant storage, distribution and administration requirements, including risks related to handling after delivery by Pfizer; the risk that we may not be able to successfully develop non-frozen formulations; the risk that we may not be able to create or scale up manufacturing capacity on a timely basis or have access to logistics or supply channels commensurate with global demand for any potential approved vaccine, which would negatively impact our ability to supply the estimated numbers of doses of our vaccine candidate within the projected time periods indicated; whether and when additional supply agreements will be reached; uncertainties regarding the ability to obtain recommendations from vaccine technical committees and other public health authorities and uncertainties regarding the commercial impact of any such recommendations; and competitive developments.

A further description of risks and uncertainties can be found in Pfizer's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned "Risk Factors" and "Forward-Looking Information and Factors That May Affect Future Results", as well as in its subsequent reports on Form 8-K, all of which are filed with the U.S. Securities and Exchange Commission and available at www.sec.gov

([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)

[id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)

[5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)

[US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c))and

[www.pfizer.com](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c) ([https://cts.businesswire.com/ct/CT?](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)

[id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)

[wECJd2hrMZ7668ALHee8mVEXVNXWFA%3D%3D&esheet=52322747&newsitemid=20201109005539](https://cts.businesswire.com/ct/CT?id=smartlink&url=https%3A%2F%2Fwww.globenewswire.com%2FTracker%3Fdata%3DRnYjuX1qNnk63wnFRI2njqkWCUtSvj6x_99MqPLwYIXuudw4effilg2LyEquwqm-7QGJ6tM6dhKt8Yb6iY-5gw%3D%3D&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=11&md5=4fd1512c1cf2f392b826bc47dc10108c)
&lan=en-US&anchor=www.pfizer.com&index=12&md5=8b491293c9765030e5e28741c94765fd).

About BioNTech

Biopharmaceutical New Technologies is a next generation immunotherapy company pioneering novel therapies for cancer and other serious diseases. The Company exploits a wide array of computational discovery and therapeutic drug platforms for the rapid development of novel biopharmaceuticals. Its broad portfolio of oncology product candidates includes individualized and off-the-shelf mRNA-based therapies, innovative chimeric antigen receptor T cells, bi-specific checkpoint immuno-modulators, targeted cancer antibody and small molecules. Based on its deep expertise in mRNA vaccine development and in-house manufacturing capabilities, BioNTech and its collaborators are developing multiple mRNA vaccine candidates for a range of infectious diseases alongside its diverse oncology pipeline. BioNTech has established a broad set of relationships with multiple global pharmaceutical collaborators, including Genmab, Sanofi, Bayer Animal Health, Genentech, a member of the Roche Group, Genevant, Fosun Pharma, and Pfizer. For more information, please visit www.BioNTech.de ([https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.BioNTech.de&esheet=52322747&newsitemid=20201109005539&lan=en-](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.BioNTech.de&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.BioNTech.de&index=13&md5=ac81a876ee25451383d702b208d3c26a)
[US&anchor=www.BioNTech.de&index=13&md5=ac81a876ee25451383d702b208d3c26a](https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.BioNTech.de&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.BioNTech.de&index=13&md5=ac81a876ee25451383d702b208d3c26a)).

BioNTech Forward-looking statements

This press release contains "forward-looking statements" of BioNTech within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may include, but may not be limited to, statements concerning: BioNTech's efforts to combat COVID-19; the collaboration between BioNTech and Pfizer to develop a potential COVID-19 vaccine; our

expectations regarding the potential characteristics of BNT162b2 in our Phase 2/3 trial and/or in commercial use based on data observations to date; the expected timepoint for additional readouts on efficacy data of BNT162b2 in our Phase 2/3 trial; the nature of the clinical data, which is subject to ongoing peer review, regulatory review and market interpretation; the timing for submission of data for, or receipt of, any potential Emergency Use Authorization; the timing for submission of manufacturing data to the FDA; and the ability of BioNTech to supply the quantities of BNT162 to support clinical development and, if approved, market demand, including our production estimates for 2020 and 2021. Any forward-looking statements in this press release are based on BioNTech current expectations and beliefs of future events, and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: the ability to meet the pre-defined endpoints in clinical trials; competition to create a vaccine for COVID-19; the ability to produce comparable clinical or other results, including our stated rate of vaccine effectiveness and safety and tolerability profile observed to date, in the remainder of the trial or in larger, more diverse populations upon commercialization; the ability to effectively scale our productions capabilities; and other potential difficulties. For a discussion of these and other risks and uncertainties, see BioNTech's Annual Report on Form 20-F filed with the SEC on March 31, 2020, which is available on the SEC's website at www.sec.gov (<https://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.sec.gov&esheet=52322747&newsitemid=20201109005539&lan=en-US&anchor=www.sec.gov&index=14&md5=67aa6f0dd3f0bf5c3e00c568d3267784>). All information in this press release is as of the date of the release, and BioNTech undertakes no duty to update this information unless required by law.

View source version on businesswire.com (<http://businesswire.com>):

<https://www.businesswire.com/news/home/20201109005539/en/>

(<https://www.businesswire.com/news/home/20201109005539/en/>)

Pfizer Contacts:

Media Relations

Amy Rose

+1 (212) 733-7410

Amy.Rose@pfizer.com (<mailto:Amy.Rose@pfizer.com>)

Investor Relations

Chuck Triano

+1 (212) 733-3901

Charles.E.Triano@Pfizer.com (<mailto:Charles.E.Triano@Pfizer.com>)

BioNTech Contacts:

Media Relations

Jasmina Alatovic

+49 (0)6131 9084 1513 or +49 (0)151 1978 1385

Media@biontech.de (<mailto:Media@biontech.de>)

Investor Relations

Sylke Maas, Ph.D.

+49 (0)6131 9084 1074

Investors@biontech.de (<mailto:Investors@biontech.de>)

Source: Pfizer Inc.



Copyright © 2002-2020 Pfizer Inc. All rights reserved. This information—including product information—is intended only for residents of the United States.
The products discussed herein may have different labeling in different countries.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: November 16, 2020

Subject: Consideration to Approve a Memorandum of Understanding with San Fernando Gateway, LLC, Related to Capital Improvements and Operation of the San Fernando Swap Meet at 585 Glenoaks Boulevard

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding between the City of San Fernando and San Fernando Gateway, LLC related to capital improvements and operation of the San Fernando Swap Meet (Attachment "A" – Contract No. 1971); and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On June 2, 2003, the City Council approved a Memorandum of Understanding (MOU) between the City, Hannon Properties, LLC and members of the Dunn family to allow the San Fernando Swap Meet ("Swap Meet") to continue operating as a legal non-conforming use at 675 Glenoaks Boulevard for up to 10 years (Attachment "B" – Contract No. 1480 (a-f)).
2. On June 30, 2003, Robertson Properties Group and San Fernando Gateway, LLC, a subsidiary of Pacific Theatres (collectively "Property Owner"), purchased 17 acres of the Swap Meet property from Hannon Properties LLC and the Dunn family. The Los Angeles Unified School District ("LAUSD") purchased the remaining 16.5 acres.
3. On November 17, 2003, the City Council approved the First Amendment to the MOU with the Property Owner to allow expanded hours of operation at the Swap Meet.
4. On October 4, 2004, at the request of the Property Owner, the City Council approved the Second Amendment to the MOU authorizing a one-year time extension on three development related performance milestones that were due by December 2004.

Consideration to Approve a Memorandum of Understanding with San Fernando Gateway, LLC, Related to Capital Improvements and Operation of the San Fernando Swap Meet at 585 Glenoaks Boulevard

Page 2 of 5

5. On November 7, 2005, the City Council, at the request of the Property Owner, approved the Third Amendment to the MOU authorizing an additional time extension on three development related performance milestones that were due by December 2005.
6. On July 2, 2007, the City Council approved the Purchase and Sale Agreement and the associated Fourth Amendment to the MOU. This amendment conditioned the sale of the San Fernando Redevelopment Agency-owned Property (543, 553 and 563 Glenoaks Boulevard – former Public Works Yard) for \$5,569,335 with the primary goal of setting benchmarks for the property's eventual redevelopment and relocation of the existing Swap Meet use.
7. In December 2007, the City issued the first building permits to redevelop the approximate 21 acres site (including the purchased agency-owned property). Physical improvements required by the Fourth Amendment to the MOU included a redesign of the on-site parking facility, upgrades to the sales area, new perimeter fencing and landscaped planters, new on-site lighting, new signage, and new restroom facilities. The construction work was completed in January 2008.
8. Additionally, the terms of the Fourth Amendment updated certain milestones related to redevelopment of the site to be achieved by the Property Owner. During the term of the Agreement, the Property Owner is required to submit updates to the City noting its effort to seek out potential retail tenants as well as alternate sites to relocate the Swap Meet.
9. On December 7, 2009, the City Council approved the Fifth Amendment to the MOU authorizing the use of amplified sound and adopted Urgency Ordinance No. U-1594 authorizing the temporary suspension of the Admissions Tax on Thursdays for a limited period of 90 days.
10. In 2013, the Property Owner exercised the first extension period under the MOU to continue operation of the Swap Meet until June 1, 2018.
11. On January 6, 2016, the Property Owner sent a letter to the City outlining a proposal to negotiate a development agreement to extend the swap meet use at the site beyond June 2018. The Property Owner has consistently expressed their position that redevelopment of the site into a retail development has not yet been deemed feasible per their market analysis. The proposal included extending the Swap Meet use while the Property Owner continues to study redevelopment of the site.
12. In 2017, the Swap Meet Ad Hoc Committee (Ballin, Lopez) and City staff met with representatives from the Property Owner to discuss terms under which the City would consider extending the Swap Meet use. A consensus could not be reached on terms at that time.

Consideration to Approve a Memorandum of Understanding with San Fernando Gateway, LLC, Related to Capital Improvements and Operation of the San Fernando Swap Meet at 585 Glenoaks BoulevardPage 3 of 5

13. On May 29, 2017, the City Council approved the second and final extension period authorizing the Property Owner to continue operation of the Swap Meet for an additional five years, until June 1, 2023, on the same terms and conditions set forth in the MOU and all subsequent amendments. The City Council also approved a Sixth Amendment to the MOU that extended the deadline for the remaining development milestones accordingly.

ANALYSIS:

Under the original terms of the MOU executed in June 2003, the Property Owner was to initiate and eventually complete all primary discretionary approvals and entitlements needed to facilitate development of the site within eighteen (18) months (i.e. late 2004/early 2005). Since execution of the original MOU, the Property Owner has requested multiple time extensions to these requirements due to changing market conditions. The City has granted these extensions through subsequent amendments to the MOU.

The City's objective has been to require relocation of the Swap Meet to an alternate as-of-yet unidentified location to facilitate transitioning use of the Site from a swap meet to a regional retail center. However, the Property Owner has repeatedly expressed their position that market conditions are such that redevelopment of the Site into a regional retail center is not economically feasible and the current highest and best use is as a swap meet.

The City has remained in discussions with the Property Owner since execution of the Sixth Amendment in 2018 to determine an appropriate path forward considering the significant changes in the retail development market over the term of the MOU. The Property Owner has expressed a desire to extend their authority to use the site as a swap meet for an additional 10 years beyond the expiration of the existing term on June 1, 2023. In exchange for extending the use of the Site, the City has required that Property Owner make a significant investment in a capital improvement program to improve the quality of the customer experience and introduce maintenance standards to ensure the condition of the Swap Meet remains comparable to other swap meets.

The proposed MOU (Attachment "A") will replace the prior MOU and includes the following key provisions:

- Continues the general provisions from the prior MOU related to Swap Meet operations, including, but not limited to, days and hours of operations, maximum number of vendors and storage containers, use of amplified sound, and collection and remittance of the City's Admissions Tax.
- Increased financial controls, including requirements to provide internal control procedures and audit rights related to the collection and remittance of Admissions Taxes.
- Increased on-site food vendor options and permission to apply for an Alcoholic Beverage Control (ABC) license to sell beer and wine on-site.

Consideration to Approve a Memorandum of Understanding with San Fernando Gateway, LLC, Related to Capital Improvements and Operation of the San Fernando Swap Meet at 585 Glenoaks Boulevard

Page 4 of 5

-
- Capital improvements to be completed within 12 months of executing the MOU, subject to COVID-19 restrictions, but no later than June 1, 2023, pursuant to Exhibit “C” to the proposed agreement, which includes, among other improvements:
 - Installation of shade trees and shade sail structures plus a payment of a \$16,000 tree in-lieu fee to the City to plant additional shade trees in the public right of way;
 - Construction/installation of a performance area;
 - Restroom renovations;
 - Entryway and pedestrian pathway improvements;
 - Parking lot reconfiguration to improve circulation;
 - Dedicated bicycle parking stations;
 - Slurry seal and re-stripe all paved areas on the Property prior to July 1, 2027; and
 - Integrate Pacoima Wash bike path access to the Property.
 - Property maintenance standards to ensure that the Site is maintained at or above the maintenance standard and condition of comparable open-air day time swap meets within Los Angeles County.
 - Continue to pursue redevelopment of the Property into a higher and better use. By or before July 1, 2031, and each December and June thereafter, Owner shall submit a written progress report specifying in detail those substantive actions taken to redevelop the entire Property for another use.

The proposed MOU will replace the existing MOU with a more practical agreement that considers the significantly changed retail development market and preserve one of the City’s major tax revenues sources, Admissions Tax. Provided the improvements agreed to in the proposed MOU are completed by June 1, 2023, the Property Owner will be authorized to continue to operate the site as a Swap Meet until June 1, 2033.

Authorizing the Swap Meet to continue operating for an additional 10 years will preserve a substantial commercial marketplace that draws more than 25,000 attendees per week to San Fernando and the capital improvements required under the proposed MOU represent a significant investment by the Property Owner in enhancing the quality of the Swap Meet.

BUDGET IMPACT:

Approval of the proposed agreement will require a significant capital investment by the Property Owner to improve the quality of the customer experience at the Swap Meet to enhance the City tax revenues generated from the Swap Meet, which include Sales Tax, Business Tax, and Admissions Tax. The most significant revenue from the 50-cent Admissions Tax charged per entrant at the Swap Meet. The Admissions Tax is a general tax in the General Fund that can be used for any public purpose, including, but not limited to, public safety, recreation programming and street maintenance.

Consideration to Approve a Memorandum of Understanding with San Fernando Gateway, LLC, Related to Capital Improvements and Operation of the San Fernando Swap Meet at 585 Glenoaks BoulevardPage 5 of 5

Admissions Tax has generated annual revenues averaging approximately \$700,000 per year. In Fiscal Year 2020-2021, Admissions Tax revenues are budgeted at \$650,000 due to projected losses from economic restrictions imposed as part of the state and County's response to COVID-19.

CONCLUSION:

It is recommended that the City Council approve a MOU between the City and San Fernando Gateway, LLC authorizing the Property Owner to continue to operate the Swap Meet for up to 10 years after the expiration of the current MOU provided the Property Owner completes the prescribed capital and operational improvements prior to June 1, 2023.

ATTACHMENTS:

- A. Proposed Contract No. 1971
- B. Contract No. 1480 (a-f)

ATTACHMENT "A"
CONTRACT NO. 1971

2020
MASTER AGREEMENT
(San Fernando Swap Meet Property – 585 Glenoaks Blvd., San Fernando, CA 91340)

THIS 2020 MASTER AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2020 (the "Effective Date") by and between SAN FERNANDO GATEWAY, LLC, a California limited liability company ("Owner") and the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City"). For purposes of this Agreement, the capitalized term "Parties" shall refer to City and Owner collectively, and the capitalized term "Party" shall refer to either City or Owner interchangeably as appropriate.

RECITALS

WHEREAS, Owner is the owner of that certain real property parcel located in the City of San Fernando which is commonly identified as 585 Glenoaks Boulevard, San Fernando, California 91340 (AIN: 2515-024-012 & 013) (hereinafter, the "Property") (The Property is more specifically described in the legal description attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Property has been and is currently used for a commercial swap meet and associated parking; and

WHEREAS, The Property is zoned M-2 (Light Industrial). Section 106-583 of the San Fernando Zoning Ordinance permits swap meets in Zone M-2 subject to a conditional use permit; and

WHEREAS, prior to the execution of this Agreement, the Parties were parties to that certain Memorandum of Understanding executed June 2, 2003, Contract No. 1480 which was subsequently amended by way of an Amendment to Memorandum of Understanding, Contract No. 1480(a) dated November 17, 2003; a Second Amendment to Memorandum of Understanding, Contract No. 1480(b) dated October 4, 2004; a Third Amendment to Memorandum of Understanding, Contract No. 1480(c) dated November 7, 2005; a Fourth Amendment to Memorandum of Understanding, Contract No. 1480(d); a Fifth Amendment to Memorandum of Understanding, Contract No. 1480(e); and a Sixth Amendment to Memorandum of Understanding, Contract No. 1480(f). (For purposes of this Agreement, the term "MOU" shall be a collective reference to the aforementioned Memorandum of Understanding executed June 2, 2003, Contract No. 1480 and all subsequent amendments to the same as referenced above); and

WHEREAS, the Parties wish to repeal and terminate the MOU and replace the same with this Agreement to settle any potential disputes regarding the applicability of the City's non-conforming use ordinance to the swap meet use.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

CONTRACT NO. 1971**SECTION 1. TERM.**

A. The term of this AGREEMENT ("Term") shall commence as of _____2020 and shall expire on June 1, 2033.

SECTION 2. USE OF PROPERTY.

A. The Parties acknowledge and agree as follows:

1. As of the Effective Date of this Agreement, the use of properties located in the M-2 (Light Industrial) zones for swap meet uses requires the approval of a conditional use permit pursuant to Section 106-583 of the San Fernando Municipal Code. The terms "swap meet" or "swap meet use" for purposes of this AGREEMENT shall have the same meaning as set forth under Article IV (Swap Meets) of Chapter 66 (Secondhand Goods) of the San Fernando Municipal Code as the same may be amended from time to time by the City Council of the City of San Fernando ("City Council"); and
2. The swap meet use of the Property that predates the Effective Date of this AGREEMENT is a legal non-conforming use in that it was established before a conditional use permit was required for a swap meet use.

Paragraph A of this section notwithstanding, Owner shall be permitted to continue the legal nonconforming swap meet use on the Property in accordance with the terms and conditions set forth in this Agreement. In the event Owner wishes to change the use of the Property, only alternative or expanded uses that are permitted by the Property's zoning may be allowed, subject to any permitting or other entitlement approvals required under the San Fernando Municipal Code.

B. Owner and City agree that the swap meet use of the Property may be opened to the general public and operated a total of 34.5 hours per week as follows:

1. Saturday and Sunday from 7:00 a.m. to 3:00 p.m.;
2. Tuesday from 7:30 a.m. to 1:00 p.m.;
3. Thursday from 8:00 a.m. to 1:00 p.m.; and
4. Friday from 7:00 a.m. to 3:00 p.m.

The 34.5 weekly hours maximum may hereinafter be referred to as the "Weekly Maximum" and the specific days of the week and times of operation set forth in this paragraph may hereinafter be referred to as the "Operations Schedule".

Unless otherwise approved by the City, at no time shall the swap meet be operated on days or during times other than those expressly set forth in the Agreement and the number of vendors at the swap meet on any given day or time shall not exceed the number authorized under the Agreement. For any given month during the Term of this Agreement, Owner, on an intermittent basis, may request additional operating

CONTRACT NO. 1971

days or additional operating hours beyond those set forth in this paragraph above, except that no such request is necessary for Thanksgiving, Christmas, and New Year's Day, which are hereby deemed approved so long as Owner provides a fifteen (15) day notice to the City's Police Department informing it of the holiday opening. Requests for other days must be submitted in writing by Owner to City not less than forty five (45) calendar days prior to the date of the additional operating day(s) or the date of the additional operating hours sought. The written request shall explain the purpose of the request and specify the specific additional operating dates and/or operating hours requested and the date for which such additional operating hours are sought. City may approve, conditionally approve, or deny any such request in its sole and absolute discretion. City may also request additional information from Owner as a precondition to considering any such request. City shall be under no obligation to consider untimely requests. City, upon the written request of Owner, may also consider request by Owner to modify the Weekly Maximum and the Operations Schedule outright. City may approve, conditionally approval or deny all such requests in its sole and absolute discretion without an amendment to this Agreement.

C. Owner and City agree that live entertainment with amplified sound equipment may be allowed on Saturday and Sunday only from the hours of 9:00 A.M. to 3:00 P.M. subject to the following conditions of approval:

1. Sound emitted from any amplified speakers and other sources of sound shall conform to generally applicable noise limitation standards of the San Fernando Municipal Code as the same may be amended from time to time.
2. The use of sound amplifying equipment shall be limited to operate between the hours of 9:00 A.M. and 3:00 P.M. on Saturday and Sunday, unless approved under separate amplified sound permit for each date and time beyond the amplified permit approval for the hours of 9:00 A.M. and 3:00 P.M. on Saturday and Sunday granted herein. In addition, all activities shall conform to generally applicable provisions and noise limitations set forth under Article II (Noise) of Chapter 34 (Environment) of the San Fernando Municipal Code (the "Noise Ordinance") as the same may be amended from time to time.
3. A contact person shall be available to City personnel at all time during the use of sound amplifying equipment and shall control the sound level as necessary to ensure compliance with this Agreement.
4. Owner shall have available at the Property a NIOSH Sound Level Meter App to ensure compliance with applicable provisions of the Noise Ordinance.
5. Excluding the amplified sound permit granted herein, at least ten (10) calendar days prior to the start of each calendar month, Owner shall mail notification of any amplified sound permit approval granting hours beyond those expressly permitted by this Agreement to all property owners and tenants within a six-hundred foot (600') radius from the Property. The notification shall identify the days and times the sound amplifying equipment use will be in effect and identify

CONTRACT NO. 1971

a contact telephone number to report any community complaints.

- D. The swap meet shall include approximately one thousand (1,000) vendors, with parking for approximately one thousand two hundred (1,200) vehicles, equating to a parking ratio of 1.2 parking spaces for each vendor.
- E. Storage containers shall be limited to no more than one hundred and fifty (150) total with maximum dimensions of twenty feet (20') in length and eight feet (8') in width. Security lighting shall be provided to illuminate the storage containers during evening hours. Stacked storage containers shall be properly secured to each other and to the ground, and provided with security lighting, to the reasonable satisfaction of City and in compliance with applicable provisions of the San Fernando Municipal Code.
- F. Owner shall obtain and at all times maintain City business licenses and Los Angeles County Department of Public Health Department permits for all food vendors.
- G. All electrical service provided on the Property shall comply with applicable provisions of the San Fernando Municipal Code and Owner shall secure all necessary permits and approvals for all electrical service. Neither Owner nor any other persons conducting business on the Property shall install or operate electrical service equipment that does not comply with the San Fernando Municipal Code or for which necessary permits or other like approvals have not first been obtained.
- H. All vendor property shall be removed at the end of each operating day, except for any material placed in storage.
- I. A sufficient number of trash receptacles shall be made available in the swap meet both within the vendor sales area and within the designated parking areas. The swap meet shall be maintained in a clean condition on an ongoing basis. Trash must be collected at the end of each day of the swap meet operations.
- J. Graffiti shall be removed within forty-eight (48) hours of identification by Owner or written notice by City, whichever shall occur first, as provided under Section 4, below.
- K. With the exception of those storage containers used as architectural elements, which shall not be used for actual storage, storage containers shall be used for storage purposes only, although they may be used for merchandise display and sale during swap meet operating hours, but not customer access. Vendors leasing containers shall be required to obtain commercial business occupancy licenses and declare to the City the type(s) of materials that are being stored. City shall have the right to inspect all storage areas during regular business hours upon twenty four (24) hour notice to Owner, unless an emergency situation and probable cause, defined as a reasonable basis to believe that a crime has been committed or reasonable basis to believe that evidence of a crime exists in the area to be searched, necessitates a search with less notice. Nothing in this paragraph shall operate to limit City's general police power to address conditions that pose an imminent threat to the public health safety and welfare.

CONTRACT NO. 1971

- L. 1. Excluding occasional sellers, as defined and referenced under paragraph M, below, Owner shall not permit any exhibit to offer for sale, or sell merchandise of any kind without having a sales tax permit or sub-permit issued by the California Department of Tax and Fee Administration ("CDTFA"), using a City of San Fernando address, from which all sales made at the swap meet shall be reported. If a vendor does not have a fixed place of business in the City of San Fernando, the vendor may use the Property address for purposes of the aforementioned sales tax permit or sub-permit so that all sales made can be reported as made from the Property address.
2. It shall be the obligation of owner to ensure that each vendor purporting to hold a sales tax permit or sub-permit from the CDTFA actually possesses the same and that such vendor is using an address within the City of San Fernando for such permit or sub-permit before such vendor is permitted to exhibit, offer for sale, or sell on any particular day. Each vendor holding a permit as described in this paragraph shall comply with all reporting requirements established by the CDTFA, as they may be amended from time to time.
3. All reports and data upon which the reports are computed required by the CDTFA or otherwise required by State law, shall be maintained by Owner for a period of at least one (1) year and shall be open to inspection by the City during swap meet business hours upon twenty-four (24) hour notice.
4. Each time CDTFA requests any or all of the records, reporting and other documentation specified under Revenue & Taxation Code Section 6073, Owner shall also provide copies of the same to City. The foregoing notwithstanding, in the event the CDTFA does not make such a request by or before June 1st of any given year, Owner shall provide the records, reporting and documentation specified under Revenue & Taxation Code Section 6073 to City within sixty (60) calendar days of City's written request for such records, reporting and documentation.
- M. For purposes of this Agreement, the term "occasional seller(s)" means an exhibit who exhibits and offers for sale merchandise at the swap meet less than eight (8) times in any consecutive six (6) month period. An occasional seller shall not be required to obtain a sale tax permit or sub-permit from the CDTFA showing an address within the City of San Fernando from which all sales made at the swap meet shall thereafter be reported. Owner shall obtain from each occasional seller a report signed under penalty of perjury by seller on a form prescribed by the City, setting forth the vendor's name, regular business address, address to which the sales tax permit or sub-permit is issued and the amount of gross sales on that particular day, and the vendor shall only permit such occasional seller to exhibit or offer merchandise for sale on the condition that such occasional seller files the report containing the information required above and collects the sales tax, if any due thereon, as set forth herein.
- N. Beer and wine sales and consumption shall be permitted throughout the entire swap meet, excluding the parking lot, subject to the requirements of the California

CONTRACT NO. 1971

Department of Alcoholic Beverage Control. No person may engage in beer and wine sales on the Property without first obtaining an alcohol license appropriate to the type of sales contemplated from the California Department of Alcoholic Beverage Control. Any person who proposes to sell beer and/or wine shall also be required to obtain any applicable approvals or licenses required by the City. Sales of alcoholic beverages other than beer or wine shall be prohibited. Nothin in this Agreement shall constitute a finding of "public convenience or necessity" within the meaning of Business & Professions Code Section 23958.4 or Section 106-180 of the San Fernando Municipal Code in connection with any request for such a determination submitted to the City by ABC and nothing in this Agreement shall operate to limit or otherwise alter the discretion under Section 106-180 of the San Fernando Municipal Code to make such a determination.

- O. Owner shall ensure that the swap meet operations authorized under this Agreement include a diverse set of food offerings and include at least three (3) unique food types from a main food concessionaire. In the event the main food concessionaire does not provide three (3) unique food types, Owner shall undertake to promote food truck concessions in order to provide at least three (3) unique food types onsite. All onsite food vendors shall comply with all laws and regulations of the City, the County of Los Angeles and the State of California and shall secure all required licenses, permits and approvals.
- P. At all times during the term of this Agreement, the swap meet shall be operated by Owner in compliance with all applicable laws and this Agreement, including but not limited to: (i) Article IV of Chapter 66 of the San Fernando Municipal Code as the same may be modified or amended by ordinance of the San Fernando City Council; and (ii) timely payment to City of all applicable Business License and Admissions Taxes and other fees in the amount required as of the date of this Agreement to be paid by Owner, except as such taxes or fees may otherwise be expressly set forth in this Agreement.
- Q. Except as otherwise provided under paragraph R, below, Owner, on behalf of itself and its successors and assigns, releases City and City's elected and appointed officers, officials, employees, agents and volunteers (collectively, the "City Indemnitees") from any liability to Owner or its successors and assigns arising from the conditions of the Property or the operation of a swap meet on the Property. Owner further agrees to defend, hold harmless and indemnify the City Indemnitees from and against all costs, losses, expenses or liabilities, including, without limitation, all sums paid or incurred by the City Indemnitees as costs and expenses in the legal proceedings, including but not limited to reasonable attorneys' fees and costs incurred by City, relating to the condition of the Property or swap meet operations on the Property.
- R. Article IV of Chapter 82 of the San Fernando Municipal Code establishes a tax (the "Admissions Tax") on each admission of persons twelve (12) years of age or older. City and Owner agree that the Admissions Tax sum is fifty (50) cents per such admission. Consistent with Section 82-110(c) of the San Fernando Municipal Code, within fifteen (15) calendar days from the conclusion of each calendar month, Owner

CONTRACT NO. 1971

shall remit all Admissions Tax sums collected for the recently concluded month, subject to such deductions for collection and remittance costs as provided under Section 82-110(c) of the San Fernando Municipal Code. Owner shall also comply with all other requirements and duties set forth under Article IV (Admissions Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code.

Owner shall implement control procedures reasonably satisfactory to City, and consistent with Generally Accepted Accounting Principles ("GAAP"), to the extent they are applicable, to ensure the admissions fee is collected and remitted to the City pursuant to paragraph R of this Section, above. Procedures similar to those attached and incorporated hereto as Exhibit "B" are deemed acceptable to the City so long as no changes to GAAP rules are made after the date of this Agreement that would render Exhibit B inconsistent with GAAP rules. The City shall be provided with updated written control procedures upon request and at least by May 1st of each year of this Agreement.

The City has a right to order an audit no more than once a year by an independent third party professional audit firm to review and test the adequacy of internal control procedures and any and all financial documentation and statements related to the collection and remittance of the admissions fee to test the accuracy of revenues remitted to the City pursuant to paragraph R of this Section, above. In connection with such audit, Owner shall provide access to financial admissions revenue documentation at the Property during business hours. City shall pay for the cost of such audit with an auditor of City's choosing. If the audit discloses that Owner has underreported its administration fee collection or has failed to collect the admissions fee at the appropriate level given the number of admissions and if the amount of such under-reporting or under-collection exceeds 50% of the cost of the audit, then Owner shall reimburse the City for the entire cost of the audit. Owner's failure to remit such sums shall constitute an Event of Default.

SECTION 3. PROPERTY IMPROVEMENTS.

- A. As a condition to the ongoing swap meet use of the Property, Owner agrees to undertake and complete those improvements to the Property described in the site plan attached and incorporated hereto as Exhibit "C" (collectively, the "Renovation Plan").
- B. All improvements to the Property shall generally conform to the City-approved Renovation Plan. Owner shall not undertake any material modifications to the Renovation Plan without first providing notice to City in writing describing and detailing the proposed material modifications. City may ask for additional information as a precondition to making any finding pursuant to this paragraph. City shall have thirty (30) days from the date such notice is delivered to the City to notify Owner as to whether any or all of the proposed modifications (i) are non-material and therefore permitted; or (ii) materially alter the Renovation Plan and whether or not City consents to such a material alteration. The Parties agree that Owner's failure to provide additional requested information may form the basis for the City finding a proposed

CONTRACT NO. 1971

modification to be material or in the City not rendering a decision within the 30-day period. Owner may not undertake material modifications to the Renovation Plan without the prior written approval of City.

The Property Improvements shall be substantially completed within twelve (12) calendar months from the Effective Date of this Agreement. Substantial completion of the Property Improvements will be verified by the City via an onsite job walk. As of the Effective Date, the Parties acknowledge that health orders issued by the Los Angeles County Department of Public Health ("County") in response to the COVID-19 pandemic have placed restrictions on the number of vendors who may occupy the Property on a given day along with other restrictions aimed at preventing the spread of COVID-19. Insofar as such orders by the County or any similar order issued by the State of California or the City prohibit Owner from operating the swap meet at the maximum capacity authorized under this Agreement, then the twelve (12) month period for completing the improvements will commence on the date that the last of any such orders is rescinded or otherwise expires on its own terms. The preceding sentence notwithstanding, in no event shall Owner fail to complete all improvements called for under this Agreement by June 1, 2023.

- C. Owner within ten (10) calendar days of the Effective Date of the Agreement shall deliver to the City the non-refundable sum of Sixteen Thousand Dollars (\$16,000), which shall be considered tree enhancement funds for the City to install trees offsite.

SECTION 4. MAINTENANCE OF PROPERTY.

A. Owner covenants and agrees to the following for the Term of this Agreement:

1. To maintain all improvements located upon the Property in good repair and in a neat, clean, operable and orderly condition. Furthermore, Owner agrees to maintain the Property at or above the maintenance standard and condition of comparable open air day time swap meets within Los Angeles County, such maintenance standard to apply to all maintenance obligations in this Section 4.A and 4.B of the Agreement, below.
2. To maintain all light fixtures, paved areas, parking areas and drainage improvements in good repair and in a neat, clean and operable condition. The Owner shall adhere to a slurry standard for the Property's asphalt pavement maintenance for all paved areas. Accordingly, the Owner shall reslurry and restripe all paved areas on the property by or before June 1, 2027.
3. To maintain all landscaped areas and plants in a neat, clean, well-manicured and orderly condition which includes (i) the prompt removal and replacement of dead, damaged or diseased landscaping (including trees, shrubs, grass and other vegetation) with trees, shrubs, grass or vegetation that are substantially similar in both variety and size; (ii) routine weed abatement and removal; and (iii) routine pruning, cutting or trimming of existing landscaping to prevent overgrowth.

CONTRACT NO. 1971

4. To properly dispose of trash and debris on a routine basis and prevent the prolonged accumulation of the same on the Property.
 5. To maintain the Property at all times in accordance with all the other standards of repair, maintenance and cleanliness specified in the San Fernando Municipal Code.
 6. To include a maintenance schedule for all restrooms denoting hourly sanitizing frequency during swap meet hours.
 7. To maintain all signage under control of Owner in good condition at all times, including the replacement of damaged or broken letters, faded colors, or missing lights from illuminated signs.
 8. To remove graffiti and other similar vandalism from any improvements within the timeframe set forth in this Agreement.
 9. To comply, as determined by the State of California or the County of Los Angeles, with all applicable provisions of (i) Article 6 (Swap Meets, Flea Markets and Open-Air Markets) of Chapter 9 (Secondhand Goods) of Division 8 (Special Business Regulations) of the California Business and Professions Code (Business and Professions Code Section 21660 et seq.); (ii) Section 6073 of the Revenue & Taxation Code and Regulations of the California Department of Tax and Fee Administration; and (iii) Section 10.40.015 (Sale of Live Animals – Prohibited at Swap Meet) of the Code of the County of Los Angeles as the same may be amended from time to time by the State or the Board of Supervisors of the County of Los Angeles.
- B. For purposes of this Agreement, the occurrence or maintenance of an adverse condition within or upon the Property that is contrary to the maintenance standards set forth under paragraph A of this Section above, may hereinafter be referred to as a "Maintenance Deficiency." A "Maintenance Deficiency" includes, but is not limited to, the following specific examples:
1. Dead, damaged or diseased trees, shrubs, lawns and/or other vegetation, including dead patches on lawns;
 2. Overgrown trees, shrubs, lawns and/or other vegetation (i.e., tree, shrubs, lawns and/or other vegetation which have been allowed to become overgrown due to a lack of routine pruning, cutting, trimming or other like maintenance);
 3. Weed-infested landscape areas (i.e. landscape areas which have become overtaken and/or infested with weeds due to a lack of routine weeding or other like maintenance);
 4. The failure to undertake the routine off-site disposal of solid waste, debris or other trash and refuse or the storage, accumulation or discarding of solid waste,

CONTRACT NO. 1971

debris or other trash or refuse at locations other than the confines of approved trash enclosures;

5. The proliferation and/or accumulation of litter and debris in or around the Property as a result of the failure to undertake routine sweeping or cleaning of the Property, including but not limited to the routine sweeping of parking areas, public areas and abutting sidewalks;
6. Graffiti or other similar vandalism on any publicly visible building, structure or surface on the Property;
7. The failure to comply with any of the operational conditions set forth in this Agreement.

C. Maintenance Deficiency Cure Periods; Requests for Additional Time.

1. General Cure Period – Upon the occurrence or discovery of a Maintenance Deficiency, the City shall provide Owner with written notice that reasonably describes the nature of the Maintenance Deficiency and directs the Owner to cure the same within the time allowed herein. Except as otherwise provided under this Agreement, Owner shall have thirty (30) calendar days from the date of City's notice of Maintenance Deficiency within which to cure the Maintenance Deficiency.
2. Cure Period for Graffiti Removal - Paragraph C.1 of this Section notwithstanding, graffiti shall be removed within forty-eight (48) hours after discovery of its application by Owner or notice by City, whichever occurs first.

D. Requests for Additional Time – Provided the nature of the Maintenance Deficiency is such that it cannot reasonably be cured within the applicable time period provided under paragraph C, Owner may request additional time to cure the Maintenance Deficiency provided any such request is made in writing. When several deficiencies are listed, and if Owner submits its own separate request for additional time in response to a specific Maintenance Deficiency, City may set separate cure periods for specific tasks as applicable, subject to the overall time limitations set forth under this paragraph D, below. Written requests for additional time shall (i) identify and describe those steps Owner has taken to commence the cure of the Maintenance Deficiency; (ii) the reason(s) additional time is necessary; (iii) a reasonable estimate as to when the cure will be completed; and (iv) identification of those steps or tasks Owner must still complete in order to meet the requested extension deadline to cure the Maintenance Deficiency. Written requests for an extension of time within which to cure a Maintenance Deficiency must be received:

1. Not less than two (2) City business days prior to the expiration of the applicable cure period set forth under paragraph C.1 of this Section in the case of Maintenance Deficiencies subject to Sections C.1 of this Section;
2. Within twenty-four (24) hours from the City's issuance of a notice of Maintenance

CONTRACT NO. 1971

Deficiency for the removal of graffiti that must be removed within forty-eight (48) hours as provided under paragraph C.2.

City shall not unreasonably deny extensions of time but shall be under no obligation to consider extension requests which are not timely submitted. If the applicable deadline for submitting an extension request falls on a day in which the City is not open for business, the deadline shall be extended to the close of business on the next City business day.

SECTION 5. LONG TERM DEVELOPMENT OF PROPERTY.

- A. The Owner shall continue to pursue redevelopment of the Property into a higher and better use. In addition to those terms and conditions set forth in this Agreement, Owner's permission to continue the swap meet use of the Property shall also be conditioned on Owner's satisfaction of the following milestone for the long term development of the Property ("Milestone"):

By or before July 1, 2031, Owner shall have submitted to City a written progress report specifying in detail those substantive actions Owner has undertaken to redevelop the entire Property for another use. Thereafter, Owner shall submit updated reports to City each calendar year on or before the first (1st) day of June and December.

Owner acknowledges, understands and agrees that time is of the essence as to satisfaction and completion of the Milestone referenced, above, and in recognition of this, Owner shall work diligently, continuously and in good faith to satisfy and timely complete the Milestone by or before its applicable deadlines.

- B. Owner agrees, that upon City's issuance of written notice to Owner that Owner has failed to timely satisfy the Milestone, or upon the termination or expiration of this Agreement, the legal non-conforming use status of the swap meet shall terminate, unless City, in its sole and absolute discretion, waives or modifies the Milestone or the deadline by which the Milestone must be satisfied or the non-conforming use status is otherwise extended. If City does not (i) waive or modify a Milestone that was not satisfied; (ii) extend the deadline by which the Milestone is to be satisfied, or (iii) otherwise extend the non-confirming use status, Owner agrees that City shall have no obligation to comply with the procedures of Section 106-261 (Revocation of nonconforming use or structure) of the San Fernando Municipal Code as the same may be amended or re-codified from time to time by the San Fernando City Council or any other procedure except as otherwise provided under this paragraph. Upon the issuance of written notice by the City advising that the Milestone has not been satisfied at the time indicated under paragraph A of this Section, above, Owner shall have ten (10) calendar days from the date of such written notice to fully satisfy the heretofore unsatisfied Milestone. If Owner fails to satisfy the Milestone within the 10-day cure period referenced in the preceding sentence, then the legal non-confirming use status of the swap meet shall automatically terminate forty (40) calendar days from the end of the 10-day cure period at which time all swap meet related activities on the Property shall cease. The provisions of Section 6, below, including all cure periods set forth

CONTRACT NO. 1971

therein, shall not apply to any failure of Owner to timely satisfy the Milestone or the ability of City to terminate this Agreement as provided in this paragraph, above.

SECTION 6. EVENTS OF DEFAULT; BREACH.

- A. The following shall constitute a default under this Agreement: (i) the failure of the Owner to complete the cure of any Maintenance Deficiency within the time allowed under this Agreement or within any extended cure period authorized by the City; or (ii) the failure of the Owner to timely perform any other duty or obligation set forth under this Agreement. For purposes of this Agreement, any of the foregoing defaults may hereinafter be referred to as an "Event of Default."
- B. An Event of Default shall constitute a breach of this Agreement if not cured within five (5) calendar days of the City's issuance of a written notice of default with respect to any Event of Default arising out of the Owner's failure to complete the cure of any Maintenance Deficiency within the time allowed by paragraphs C and D of Section 4, above. If Owner is in breach of this Agreement, the City may pursue any and all remedies available to it under this Agreement, or at law or in equity.
- C. The rights and remedies available to City under this Agreement are non-exclusive and cumulative with all other rights and remedies available to it at law or in equity.

SECTION 7. MISCELLANEOUS.

- A. Time Is Of the Essence Time is of the essence for each and every provision of this Agreement.
- B. Governing Law; Venue. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- C. Attorney's Fees. If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- D. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- E. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- F. Construction of Agreement. This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement

CONTRACT NO. 1971

together through a process of negotiation and with the advice of their respective attorneys.

- G. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- H. Amendment; Modification. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- I. Notices. All notices, demands and communications required by this Agreement shall be conclusively deemed received by the recipients at the addresses below, or to such other addresses as the parties may, from time to time, designate in writing to the other, on (i) the day of delivery if delivered by hand or Federal Express or other similar service; or (ii) on the third business day following deposit in the United States mail, postage prepaid, so long as the notice is also e-mailed.

To City:

City of San Fernando
Office of the City Manager
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Telephone No: (818) 898-1202
Facsimile No.: (818) 361-7631

With Copy To:

City of San Fernando
Office of the City Clerk
117 Macneil Street
San Fernando, CA 91340
Attn: City Clerk
Telephone No. (818) 898-1204
Facsimile No. (818) 361-7631

To Owner:

San Fernando Gateway, LLC
c/o Robertson Properties Group
120 N. Robertson Blvd., Floor 3
Los Angeles, CA 90048

Attn: Legal Department, Jill Saperstein, Lilian Hanna and Jeff Koblentz
Telephone No.: (310) 855-1008
Facsimile No.: (310) 652-6490

CONTRACT NO. 1971**With Copy To:**

Victor De la Cruz
Manatt, Phelps & Phillips, LLP
2049 Century Park East
Suite 1700
Los Angeles, CA 90067
Telephone No.: (310) 312-4305
E-mail: vdelacruz@manatt.com

*Notice shall not be deemed ineffective if this recipient is no longer at the above address at the time notice is provided and no written change of address has been given to City.

- J. Captions. The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- K. Inconsistencies with Exhibits. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- L. Entire Agreement. By execution of this Agreement, the Parties hereby terminate the MOU. This Agreement shall replace and supersede the MOU. This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Owner prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to paragraph H of this Section, above.
- M. Counterparts. This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with paragraph H of this Section, above. One fully executed original counterpart shall be delivered to Owner and the remaining two original counterparts shall be retained by City.

SIGNATURE PAGE TO FOLLOW

CONTRACT NO. 1971

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on this _____ day of _____ 2020.

CITY:

CITY OF SAN FERNANDO, a municipal corporation and general law city

By: _____

Nick Kimball
City Manager

OWNER:

SAN FERNANDO GATEWAY, LLC, a California limited liability corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Richard Padilla
City Attorney

CONTRACT NO. 1971

EXHIBIT "A"
LEGAL DESCRIPTION

040144723 (A1)
Policy No.: O-2245-000001253
ALTA OWNER'S POLICY - 1970

LEGAL DESCRIPTION

The land referred to in this policy is situated in the county of LOS ANGELES, State of California, and is described as follows:

PARCEL A:

PARCEL 1, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 15850, FILED IN BOOK 170 PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID PARCEL 1 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF ARROYO AVENUE, 60 FEET IN WIDTH, DISTANT THEREON 665.33 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 41° 14' 12" WEST, 985.72 FEET, PERPENDICULAR TO SAID SOUTHEASTERLY LINE, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1.

EXCEPT THEREFROM ALL OIL, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND.

PARCEL B:

PARCEL 1, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 15850, FILED IN BOOK 170 PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID PARCEL 1 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF ARROYO AVENUE, 60 FEET IN WIDTH, DISTANT THEREON 665.33 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 41° 14' 12" WEST, 985.72 FEET, PERPENDICULAR TO

Continued on next page

040144723 (A1)

Policy No.: O-2245-000001253

ALTA OWNER'S POLICY - 1970

SAID SOUTHEASTERLY LINE, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1.

ALSO EXCEPT THEREFROM ALL OIL, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND.

Continued on next page

040271820 (A1)
Policy No: O-9301-000385354
ALTA OWNER'S POLICY - 2006

LEGAL DESCRIPTION

The land referred to in this policy is situated in the county of LOS ANGELES, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF BLOCK 130 OF THE MACLAY RANCHO, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGES 5 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID BLOCK DISTANT 200 FEET NORTHWESTERLY THEREON FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 417.42 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES WITH SAID SOUTHWESTERLY LINE A DISTANCE OF 417.42 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BLOCK, A DISTANCE OF 417.42 FEET; THENCE SOUTHWESTERLY 417.42 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID BLOCK DISTANT 200 FEET NORTHWESTERLY THEREON FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID BLOCK A DISTANCE OF 253.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY A DISTANCE OF 164.03 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BLOCK A DISTANCE OF 61.06 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 175.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF BLOCK 130 OF THE MACLAY RANCHO, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGE 5 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

Continued on next page

040271820(A1)

Policy No: O-9301-000385354

ALTA OWNER'S POLICY - 2006

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID BLOCK DISTANT 200 FEET NORTHWESTERLY THEREON FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK, THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 417.42 FEET, THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID BLOCK A DISTANCE OF 417.42 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE A DISTANCE OF 14.15 FEET, THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BLOCK A DISTANCE OF 351.09 FEET, THENCE SOUTHWESTERLY A DISTANCE OF 15.10 FEET TO A POINT IN A LINE PARALLEL WITH SAID SOUTHWESTERLY LINE WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING, DISTANT 356.36 FEET SOUTHEASTERLY FROM THE TRUE POINT OF BEGINNING, THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BLOCK A DISTANCE OF 356.36 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM SAID LAND ONE-HALF OF ALL OIL, MINERALS, AND OTHER HYDRO-CARBON SUBSTANCES FOR A PERIOD OF 10 YEARS FROM APRIL 10, 1943 OR AS LONG THEREAFTER AS OIL MAY BE PRODUCED IN PAYING QUANTITIES AS RESERVED IN THE DEED FROM METROPOLITAN HOLDING COMPANY, RECORDED APRIL 30, 1943 IN BOOK 19960 PAGE 244, OF OFFICIAL RECORDS OF SAID COUNTY.

Continued on next page

CONTRACT NO. 1971

EXHIBIT "B"
SAN FERNANDO SWAP MEET ATTENDANCE TICKET PROCESS

- **Step One:** Prepare cashier's ticket and information sheet (San Fernando Box Office Report).
- **Step Two:** Cashiers verify opening ticket and verify bank upon arriving in the morning. They proceed to box office and begin selling tickets.
- **Step Three:** End of day reconciliation. Cashiers return unused tickets and reservation office verify closing ticket number, count cash, and then deposit cash in one touch safe.
- **Step Four:** Transfer information to reservation recap report.
- **Step Five:** Information is inputted into the DCS Report which is then sent to home office and then inputted into KRI and totals listed for management reference in office.
- **Step Six:** On-Site Management Audits the expiring month's daily attendance calculation sheets.
- **Step Seven:** Management signs and sends to Corporate Office Monthly recap showing admission tax collected and a check request is submitted
- **Step Eight:** Home Office reviews the admission tax calculations and approves check request which is mailed to the City of San Fernando.

CONTRACT NO. 1971**EXHIBIT "C"**
RENOVATION PLAN

- A. As more specifically described below and in the Site Plan attached herein as Attachment "1", Owner shall construct and/or install the following improvements to the Property:
1. Installation of six (6) shade structures;
 2. Installation of shade trees to bring the total number of shade trees on the Property to eighty-six (86);
 3. Construction/installation of performance area;
 4. Restroom Improvements. The renovation effort will include addition of a family/universal portable restroom and addition of baby changing tables in all other bathrooms, where physically feasible;
 5. Installation of pathway improvements;
 6. Installation of vertical elements;
 7. Site reconfiguration per the Site Plan;
 8. Space for bicycles and installation of bicycle parking racks;
 9. By or before June 1, 2027, Owner shall re-slurry and re-stripe all paved areas on the Property.
 10. Integrate Pacoima Wash bike path access to the Property;
- B. In undertaking the renovation effort contemplated under this AGREEMENT, Owner shall incorporate artistic and other aesthetic design elements that highlight the local cultural heritage. Owner's design consultants and other design staff shall include persons with knowledge and experience in the development of artwork and aesthetic design elements reflective of the Mexican American and California indigenous cultural arts and experience. Owner will also promote the installation of murals and other artwork by local artists, subject to any applicable City approvals that may be required under the San Fernando Municipal Code.

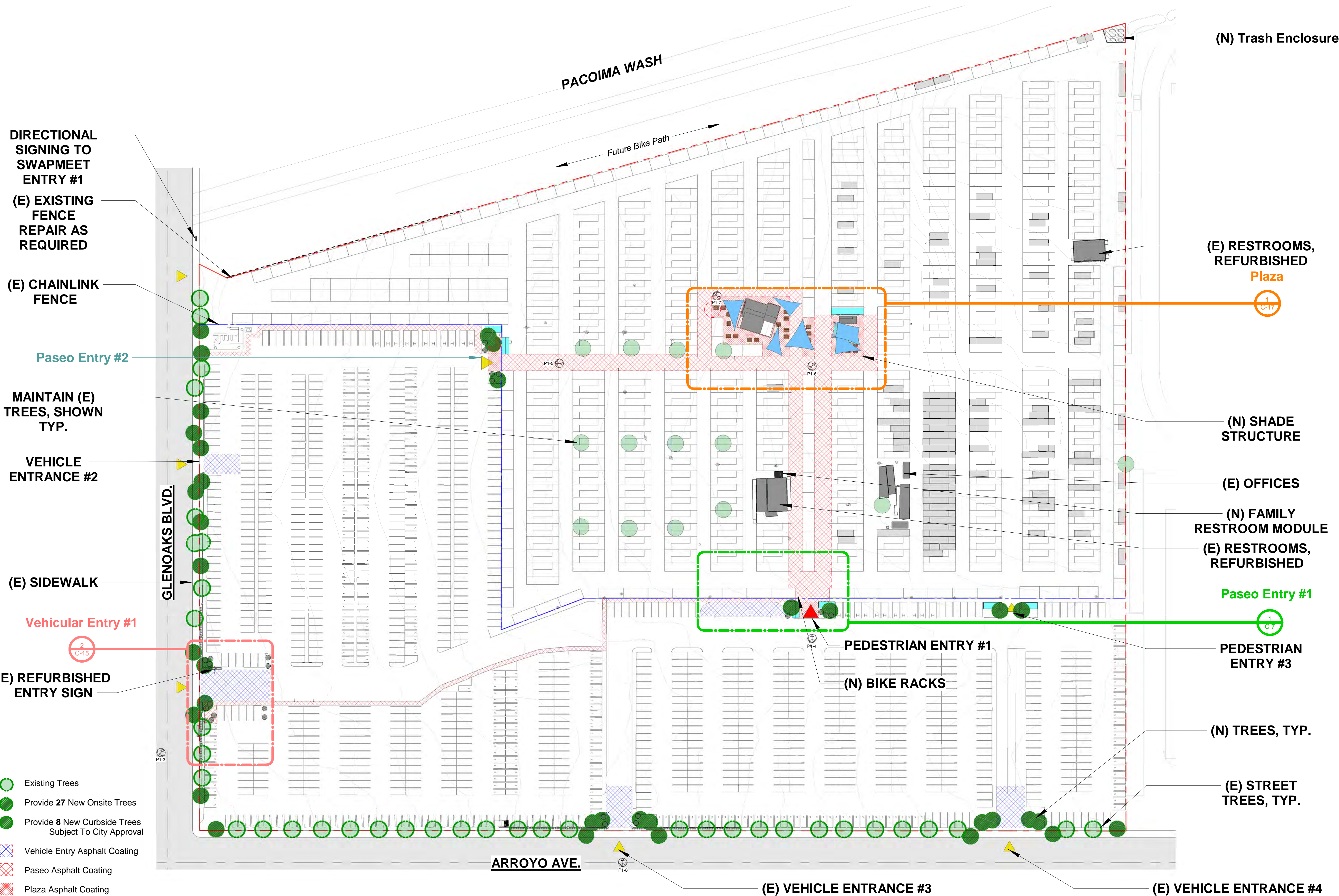
[END OF EXHIBIT "C"]



San Fernando Swap Meet

585 Glenoaks Blvd, San Fernando, CA 91340

ATTACHMENT "1"

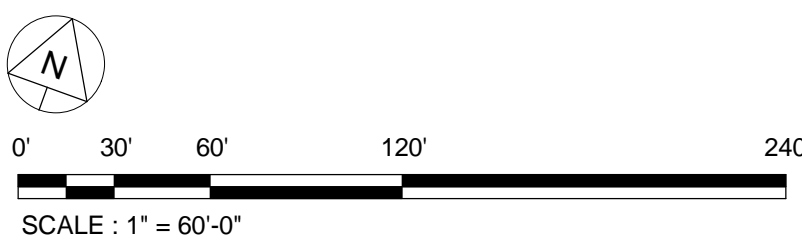


PHYSICAL IMPROVEMENTS THAT ENHANCE THE VITALITY, LIFE, AND IDENTITY OF THE SAN FERNANDO SWAP MEET.

PROJECT GOAL

- 1) Improve the look at the perimeter of the property and the quality of the sidewalk experience with infill fence-line trees, canopy coverage, and accent palms at enteries.
- 2) Improve vehicular ingress and egress to parking through creation of additional stacking areas at entries and establish a flexible area to enhance user experience with a marked paseo.
- 3) Provide two clearly marked pedestrian entries highlighted by trees and refurbished ticket kiosks and link the entries with a marked paseo leading to a central plaza area.
- 4) Establish central location for enhanced food and beverage service and entertainment program including food trucks, special pop-ups and designated beer garden, and stage all with enhanced shading.
- 5) Refurbish existing onsite buildings, ticket booths , entry sign, and restrooms.
- 6) Addition of 1 new family restroom module next to existing restrooms
- 7) Relocate trash area and containers to the northeast corner of the site.

- Existing Trees
- Provide 27 New Onsite Trees
- Provide 8 New Curbside Trees Subject To City Approval
- Vehicle Entry Asphalt Coating
- Paseo Asphalt Coating
- Plaza Asphalt Coating
- Rendering Location



1 00 - Site Plan
1" = 60'-0"

Contract No. 1480(f)

SIXTH AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

(Swap Meet Property – Northwest Corner of Glenoaks Blvd and Arroyo Avenue)

THIS SIXTH AMENDMENT ("Sixth Amendment") amends that certain agreement entitled "Memorandum of Understanding", Contract No. 1480 dated as of June 2, 2003, and is made and entered into this 31st day of May 2018 (the "Effective Date") by and between SAN FERNANDO GATEWAY, LLC, a California limited liability company ("Owner") and the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City"). For purposes of this Sixth Amendment, the capitalized term "Parties" shall refer to City and Owner collectively, and the capitalized term "Party" shall refer to either City or Owner interchangeably as appropriate.

RECITALS

WHEREAS, the Memorandum of Understanding, Contract No. 1480, between City and Owner has been amended by a First Amendment dated November 17, 2003, Contract No. 1480(a); a Second Amendment dated October 4, 2004, Contract No. 1480(b); a Third Amendment dated November 7, 2005, Contract No. 1480(c); a Fourth Amendment dated July 20, 2007, Contract No. 1480(d); and a Fifth Amendment dated December 7, 2009, Contract No. 1480(e) (all of the foregoing amendments collectively referred to as the "Prior Amendments"); (For purposes of this Sixth Amendment, the term "MOU" shall refer to Memorandum of Understanding, Contract No. 1480 together with the Prior Amendments); and

WHEREAS, Owner operates the Swap Meet on the Site (as those terms are defined in the MOU) subject to the terms, conditions and requirements set forth in the MOU as amended by way of the Prior Amendments; and

WHEREAS, subsection (f) of Section 2 of the MOU provides that the MOU will expire on its own terms as of June 1, 2018; and

WHEREAS, subsection (g) of Section 2 of the MOU provides in relevant part: *"If the milestones set forth in subsection (a) of Section 2 are achieved and Owner is in compliance with the provisions of the MOU, then Owner shall have the option subject to approval by the City Council, of continuing the operation of the Swap Meet on the Agency Parcel and the Retail Portion for an additional five (5) years (the 'Second Extension Period') beyond the First Extension Period";* and

WHEREAS, the San Fernando City Council desires to authorize a 5-year extension to the MOU commencing as of June 1, 2018, and in connection therewith, the Parties have agreed to amend the MOU in accordance with the terms and conditions of this Sixth Amendment.

Contract No. 1480(f)

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Parties acknowledge and agree that Owner was not able to satisfy all the Milestones referenced under subsection (a) of Section 2 of the MOU. The Parties further acknowledge and agree that City has not waived the obligation of Owner to satisfy all of the Milestones referenced under subsection (a) of Section 2 of the MOU as the same was amended by way of the Prior Amendments but is, nevertheless, willing to permit the extension of the MOU for an additional 5 years, subject to a restating and resetting of the deadlines by which such Milestones must be accomplished by Owner in order to prevent the termination of the MOU by City before the end of the 5-year extension term referenced above.

SECTION 2. Subsection (a) of Section 2 of the MOU is hereby amended in its entirety to now state the following:

- (a) ***Owner shall be permitted to continue the Swap Meet on the Site in the manner and in accordance with the terms and conditions set forth in the MOU, for up to five (5) years, commencing as of June 1, 2018, but only if, and so long as, the following milestones and conditions (collectively, the "Milestones") regarding the development of the Site are satisfied by or before the deadlines referenced below:***

 - i. ***As of June 1, 2018, Owner, to wit, San Fernando Gateway, LLC, a limited liability company, remains the fee simple owner of the Site;***
 - ii. ***[Reserved – No Text];***
 - iii. ***By or before July 1, 2020, Owner shall have submitted to City, care of the City Manager, a proposal to enter into an exclusive negotiation agreement with City, which may include Owner's proposal for financial assistance from City, if any, to facilitate completion of the Development on the Retail Portion and the Agency Parcel for the purpose of entering into negotiations with the objective of entering into an Owner Participation Agreement ("OPA") with City for: (a) the development of the Retail Portion and Agency Parcel with the Development; and (b) City financial assistance requested to facilitate the development of the Retail Portion and the Agency Parcel;***
 - iv. ***By or before December 31, 2020, Owner shall have submitted to City a complete application for primary discretionary approvals required for the Development, including without limitation any proposed tentative***

Contract No. 1480(f)

tract map, General Plan amendment, zoning amendment or Site Plan approvals (collectively, "Entitlements"). Owner shall thereafter expeditiously provide any additional information requested by City pursuant to Government Code Section 65943;

- v. By or before December 31, 2020, Owner shall have executed and entered into a purchase and sale agreement, or long-term ground lease, to acquire a new site to hold the Swap Meet, or otherwise determined that no alternative site is feasible;**
- vi. Following submittal of its application for Entitlements, Owner shall diligently and continuously pursue approval of the requested Entitlements, and shall seek in good faith to enter into a mutually acceptable OPA with City. The Parties contemplate that any such OPA: (A) will provide for continued operation of the Swap Meet for the period of time reasonably necessary for Developer to complete negotiations with tenants and financing sources, and finalize the design of the Development; (B) will provide for relocation of the Swap Meet; (C) will include reasonable conditions as to the Developer's obligations to move forward with the development of the Retail Portion and Agency Parcel; (D) may include City assistance for the Development; (E) will supersede this MOU; and (F) if possible, will be entered into by or before June 1, 2023**
- vii. At all times during the term of this MOU or any extension thereof, the Swap Meet shall be operated by Owner in compliance with all applicable laws, including but not limited to (a) the Permit; (b) Article IV of Chapter 66 of the San Fernando Municipal Code; (c) timely payment to City of all applicable Business License and Admissions Taxes and other fees required to be paid by Owner. Unless otherwise approved by the City, at no time shall the Swap Meet be operated on days or during times other than those expressly set forth in the MOU as amended by an written amendments thereto, nor shall the number of vendors at the Swap Meet on any given day or time shall not exceed the number authorized under the MOU or any written amendments therefo.**
- viii. [Reserved – No Text]**
- ix. By the 1st day of May and November of each calendar**

Contract No. 1480(f)

year during the term of this MOU or any extension thereof, commencing as of May 1, 2019, Owner shall deliver to the City, a written progress report describing Owner's progress in achieving the Milestones. If the deadline for the submission of a written report falls on a date in which San Fernando City Hall is closed for business, the deadline shall be extended to the next day in which San Fernando City Hall is open for business.

The Parties acknowledge, understand and agree that time is of the essence as to satisfaction and completion of the Milestones referenced, above.

SECTION 3. Paragraph (i) of Subsection (b) of Section 2 of the MOU as amended by way of the Prior Amendments is hereby amended in its entirety to now state the following:

(b)

- i. Owner agrees, that upon City's issuance of written notice to Owner that the Owner has failed to timely satisfy any Milestone, or upon the termination or expiration of this MOU, the legal non-confirming use status of the Swap Meet shall terminate, unless City, in its sole and absolute discretion, waives or modifies the Milestone or the deadline by which the Milestone must be satisfied or otherwise extends the non-confirming use status. If City does not (a) waive or modify a Milestone that was not satisfied; (b) extend the deadline by which the Milestone is to be satisfied, or (c) otherwise extend the non-confirming use status; Owner agrees that City shall have no obligation to comply with the procedures of Section 106-261 (Revocation of nonconforming use or structure) of the San Fernando Municipal Code as the same may be amended or re-codified from time to time by the San Fernando City Council or any other procedure except as otherwise provided under this subsection . Upon the issuance of written notice by the City advising that one or more Milestones has not been satisfied at the time indicated under subsection (a) of this Section, above, Owner shall have ten (10) calendar days from the date of such written notice to fully satisfy the heretofore unsatisfied Milestone(s). If Owner fails to satisfy the Milestone(s) within the 10-day cure period referenced in the preceding sentence, then the legal non-confirming use status of the Swap Meet shall automatically terminate forty (40) calendar days from the end of the 10-day cure period at which*

Contract No. 1480(f)

time all Swap Meet related activities on the Site shall cease.

Paragraph (ii) of subsection (b) of Section 2 of the MOU shall remain unchanged and in full force and effect.

SECTION 4. Subsections (f) and (g) of Section 2 of the MOU are hereby repealed and deleted in their entirety.

SECTION 5. Excluding circumstances where the capitalized and defined term "Agency" is used in the recitals of the MOU or any Prior Amendments or to reference action taken by the now dissolved San Fernando Redevelopment Agency before its dissolution, the term "Agency" along with the capitalized term "City" shall hereinafter mean and refer to the City of San Fernando, a municipal corporation and general law city organized under the laws of the State of California.

SECTION 6. All references to "City Administrator" as set forth in the MOU or any of the Prior Amendments shall refer to the City Manager for the City of San Fernando within the meaning of Division 2 (City Manager) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code. All references to "Developer" as set forth in the MOU or any of the Prior Amendments shall refer to Robertson Properties Group.

SECTION 7. Section 7 of the MOU as amended by way of the Prior Amendments is hereby amended in its entirety to now state the following:

7. Notices

All notices provided for under this MOU shall be in writing and delivered in person, by overnight courier, or deposited in the United States mail, postage prepared and addressed as follows:

To City:

***City of San Fernando
Office of the City Manager
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Telephone No: (818) 898-1202
Facsimile No.: (818) 361-7631***

With Copy To:

***City of San Fernando
Office of the City Clerk
117 Macneil Street
San Fernando, CA 91340
Attn: City Clerk
Telephone No. (818) 898-1204***

Contract No. 1480(f)***Facsimile No. (818) 361-7631******To Owner and Developer:******San Fernando Gateway, LLC******c/o Robertson Properties Group******120 N. Robertson Blvd., Floor 3******Los Angeles, CA 90048******Attn: Legal Department, Jill Saperstein, John Manavian and
Jeff Koblentz******Telephone No.: (310) 855-1008******Facsimile No.: (310) 652-6490******With copy to:******Alston & Bird LLP******333 South Hope Street, 16th Floor******Los Angeles, CA 90071******Attn: Ed Casey and David Revelt******Telephone No.: (213) 576-1000***

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time to time designate in writing as provided in this Section. Notice shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery.

SECTION 8. Section 9 of the MOU is hereby repealed and deleted.

SECTION 9. The provisions of this Sixth Amendment shall be deemed a part of the MOU and except as otherwise provided under this Sixth Amendment, the MOU, the Prior Amendments and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Sixth Amendment and the provisions of the MOU or any of the Prior Amendments, the provisions of this Sixth Amendment shall govern and control, but only to the extent such provisions conflict or are inconsistent with the provisions of the MOU or any of the Prior Amendments and no further.

SECTION 10. The MOU together with this Sixth Amendment is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Owner prior to the execution of the MOU as amended by way of this Sixth Amendment and the Prior Amendments. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the MOU as amended by way of this Sixth Amendment and the Prior Amendments shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

Contract No. 1480(f)

SECTION 11. This Sixth Amendment to the MOU may be executed in any number of counterparts, any one of which may be executed and delivered by mail or overnight courier, each of which will be deemed an original binding the signing Party and all of which, shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

Contract No. 1480(f)

IN WITNESS WHEREOF, the Parties hereto have caused this Sixth Amendment to be executed on this 31 day of May 2018.

CITY:

CITY OF SAN FERNANDO, a municipal corporation and general law city

By: Alex Meyerhoff
Alex Meyerhoff
City Manager

Date: 5-31-18

APPROVED AS TO FORM

By: Richard Padilla
Richard Padilla
Assistant City Attorney

OWNER:

SAN FERNANDO GATEWAY, LLC, a California limited liability company

By: California Drive-In Theaters, Inc., a California corporation

Its: Manager

By: Jill Saperstein

Name: Jill Saperstein
Secretary

Title: _____

Date: 6/4/2018

Contract No. 1480(f)

Exhibit A
MOU with all Prior Amendments

EXHIBIT "A"

CONTRACT #1480

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of June 2, 2003 by and between the City of San Fernando, a municipal corporation ("City") on the one hand, and Hannon Properties, LLC, a California limited liability company ("Hannon"), as to an undivided 2/3 interest and the following people and entities, collectively, as to an undivided 1/3 interest, as tenants in common, on the other: Dorothy Dunn-Smith Trust dated February 4, 2002, Theresa Dunn, Peter Dunn, Martha Ellen Dunn McPherson, Matthew Dunn, Charles Dunn, Maryanne Dunn Herrill, Colleen A. Dunn Bates, Carolyn E. Dunn Buckey, Camille T. Dunn, Cathleen M. Dunn French, Steve P. Dunn, Michael J. Dunn, Padick Partners, Grandpadick Partners, Joseph and Eleanor Dunn Family Trust and The Richard and Eleanor Dunn Family Trust dated November 3, 1988 ("Dunn Interests," and collectively with Hannon, "Owner").

Whereas:

- A. Owner is the fee title owner of an approximately 33.94 acre site located in the City of San Fernando at the intersection of Glenoaks Boulevard and Arroyo Avenue (the "Site"), as more particularly described in Exhibit A, and graphically depicted on Exhibit B.
- B. Agency has acquired from City fee title to an approximately four (4) acre parcel (the "Agency Parcel") located on Glenoaks Boulevard immediately west of the Site, as shown on Exhibit B. The Agency Parcel is currently being used by City's Public Works Department as the City Yard.
- C. The Site is located within City's Redevelopment Project Area No. 3A. It is the mutual goal of the parties that the Site, together with the Agency Parcel, be redeveloped in a manner consistent with the Redevelopment Plan for Project Area No. 3 (the "Redevelopment Plan"), which Plan was adopted by the City Council of City by Ordinance No. 1219 on April 4, 1983, and most recently amended on November 16, 1998 by Ordinance No. 1494.
- D. Owner has informed City that it has entered into a purchase agreement with the Los Angeles Unified School District Financing Corporation ("LAUSDFC"), a wholly owned entity of the Los Angeles Unified School District ("District"), and that LAUSDFC intends to acquire an approximately sixteen and one-half (16.5) acre portion of the Site ("School Portion") for the purpose of constructing a school.
- E. Owner has informed City that Robertson Properties Group ("Robertson") desires to: purchase from Owner the approximately seventeen and one-half (17.5) acre portion of the Site remaining after sale to the LAUSDFC of the School Portion (the "Retail Portion"); purchase from City or Agency the Agency Parcel; and redevelop the Retail Portion and the Agency Parcel with a retail commercial use consistent with the Redevelopment Plan (the "Development").

- F. The Site is currently being used as a swap meet (the "Swap Meet"), with related parking. The portion of the Site being used for the Swap Meet is generally depicted on Exhibit B, and includes part of the School Portion and part of the Retail Portion.
- G. City acknowledges that the Swap Meet is a legal non-conforming use entitled to continue pursuant to Section 106-250 of the San Fernando Zoning Ordinance, and that Owner has obtained a business license and permit issued by City for that purpose.
- H. Owner asserts that there is ambiguity in the application of Division 6 of Article II of the San Fernando Zoning Ordinance (Nonconforming Structures and Uses) as to Owner's right to continue to operate the Swap Meet at the Site pending redevelopment.
- I. City asserts that there is no ambiguity under the San Fernando Zoning Ordinance regarding Owner's right to continue to operate the Swap Meet at the Site, and that notwithstanding Section 106-250, City has the right to terminate the continued operation of the Swap Meet at any time after October 30, 2005, pursuant to Section 106-259 of the Zoning Ordinance Code (Termination of Existing Nonconforming Use).
- J. Owner further asserts that Robertson will enter into a purchase agreement with Owner for the Retail Portion only if it receives assurances that Robertson, once it becomes owner of the Retail Portion, will have the right to continue to operate the Swap Meet for a specified period, pending redevelopment of the Site.
- K. In light of the dispute between the parties regarding Owner's right to continue to operate the Swap Meet on the Site, to settle any potential disputes regarding the applicability of the City's non-conforming use ordinance, to facilitate the sale of the Retail Portion to Robertson or another third party, and in order to lay out with certainty the terms and conditions governing the continued operation of the Swap Meet, the parties have entered into this MOU.

Therefore, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Current operation of swap meet

- (a) Owner and City agree that the Swap Meet is currently being operated as follows:
 - i. The Swap Meet is operated on Saturday, Sunday, and Tuesday, from the hours of 6:00 A.M. to 5:30 P.M.
 - ii. The Swap Meet includes approximately 1,000 vendors, with parking for approximately 1,500 vehicles, equating to a parking ratio of one and one-half parking spaces for each vendor.

- (b) In executing this MOU, City acknowledges that as of the date of this MOU, Owner's operation of the Swap Meet is generally, but not completely, in compliance with the permit issued by City on February 17, 1976 (the "Permit", a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference). There are several outstanding deferred maintenance items that City will require be remedied: (A) mending of the perimeter fencing and gates, (B) cleaning up trash and graffiti, (C) patching of holes in existing paved surfaces (but not a repaving of the entire surface), (D) provision of critical directional signage and directional arrows on paved surfaces (but not a restriping of the entire paved surface), and (E) such other upgrades as may be required to ensure that the emergency public exiting from, and the emergency response access to, all fence-enclosed areas complies with fire and life safety regulation. City will cooperate with Owner in developing an overall program to remedy the deferred maintenance items specified and such other items as the City may reasonably require to ensure that the life/safety conditions of the Swap Meet are satisfactory. City acknowledges that program implementation may be accomplished on a phased basis over a six month to two year period. So long as Owner or Developer operates the Swap Meet in a manner substantially similar to the manner of operation in effect on the date of this MOU, and remedies the items of deferred maintenance as specified, the operation of the Swap Meet will be deemed to be in full compliance with the Permit, including for purposes of subsection 2(a)vii. City further acknowledges that any lender or other person that provides financing to Owner in relation to the Site or the Swap Meet may rely upon City's acknowledgements in this MOU.
- (c) Notwithstanding paragraph (b), City makes no representations regarding the condition of the Site or the operation of the Swap Meet. Owner, on behalf of itself and its successors and assigns, hereby releases City from any liability to Owner or its successors and assigns, including their officers, agents, employees, and contractors, arising from the condition of the Site or the operation of the Swap Meet. Owner further agrees to defend, hold harmless, and indemnify City and its officers, directors, agents, employees and representatives from and against all costs, losses, expenses or liabilities, including, without limitation, all sums paid or incurred by City as costs and expenses in the legal proceedings, including but not limited to reasonable attorneys' fees and costs incurred by City, relating to the condition of the Site or the operation of the Swap Meet.

2. Continued Operation of Swap Meet

- (a) Owner shall be permitted to continue the Swap Meet on the Site, in the manner and to the extent set forth in Sections 1 and 3, and in accordance with the terms and conditions of this MOU, for up to ten (10) years from the date of this MOU, but only if the following milestones and conditions ("Milestones") regarding redevelopment of the Site are timely satisfied:
- i. Within sixty (60) days from the date of this MOU, Hannon and the Dunn Interests shall have delivered to City evidence reasonably satisfactory to

the City Administrator that Owner has entered into a valid, enforceable purchase and sale agreement with Robertson or another third party for the sale of at least the Retail Portion of the Site. For purposes of this MOU, another "third party" shall mean a person or entity other than: (A) Hannon or the Dunn Interests; (B) any member of Hannon or the Dunn Interests; (C) any person or entity under the Control of Hannon or the Dunn Interests; (D) LAUSD FC; or (E) District. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership, joint venture, trust, or other association.

- ii. Within nine (9) months of the date of this MOU, Robertson or another third party (the "Developer") shall have acquired fee title to at least the Retail Portion of the Site. Concurrent with such sale, Owner or Developer shall send City a written notice setting forth the closing date, the name of the buyer and its address. From and after the giving of such notice, notices shall no longer be required to be sent to Owner pursuant to Section 7, and Owner shall be released by City from any and all liabilities and obligations of Owner and Developer hereunder, including but not limited to the indemnity obligations set forth in Section 1(c), and Developer shall assume all liabilities and obligations of Owner hereunder, including but not limited to the indemnity obligations set forth in Section 1(c).
- iii. Within eighteen (18) months from the date of this MOU, Developer shall have submitted to the San Fernando Redevelopment Agency ("Agency") a proposal to enter into an exclusive negotiation agreement with Agency, including a proposal for Agency financial assistance (if any is requested), to facilitate completion of the Development on the Retail Portion and the Agency Parcel, for the purpose of entering into negotiations with the objective of entering into a Disposition and Development Agreement ("DDA") with Agency for: (A) acquisition of the Agency Parcel; (B) redevelopment of the Retail Portion and Agency Parcel with the Development; and (C) Agency financial assistance requested to facilitate redevelopment of the Retail Portion and Agency Parcel.
- iv. Within eighteen (18) months of the date of this MOU, Developer shall have submitted to City a complete application for primary discretionary approvals required for the Development, including without limitation any proposed tentative tract map, General Plan amendment, zoning amendment or Site Plan approvals ("Entitlements"). Developer shall thereafter expeditiously provide any additional information requested by City pursuant to Government Code Section 65943.
- v. Within two (2) years of the date of this MOU, Developer shall have entered into a purchase and sale agreement, or long-term ground lease, to acquire a new site to hold the Swap Meet, or otherwise determined that no alternative site is feasible.

- vi. Following submittal of its application for Entitlements, Developer shall diligently and continuously pursue approval of the requested Entitlements, and shall seek in good faith to enter into a mutually acceptable DDA with Agency. The parties contemplate that any such DDA: (A) will provide for continued operation of the Swap Meet for the period of time reasonably necessary for Developer to complete negotiations with tenants and financing sources, and finalize the design of the Development; (B) will provide for relocation of the Swap Meet; (C) will include reasonable conditions as to Developer's obligation to move forward with the redevelopment of the Retail Portion and Agency Parcel; (D) may include Agency assistance for the Development, which may include sale of the Agency Parcel to Developer for less than fair market value; (E) will supercede this MOU; and (F) if possible will be entered into within forty-eight (48) months of this MOU.
- vii. At all times during the term of this MOU, the Swap Meet shall be operated by Owner in compliance with all applicable laws, including but not limited to: (A) the Permit; (B) Article IV of Chapter 66 of the San Fernando Municipal Code; and (C) timely payment to City of all applicable Business License and Admissions Taxes and other fees required to be paid by Owner. Unless otherwise approved by the City, at no time shall the Swap Meet be operated on days or during times in excess of those set forth in Section 1(a)i, nor shall the number of vendors at the Swap Meet exceed the number set forth in Section 1(a)ii.
- viii. If the Agency approves a lease of the Agency Parcel to Developer and the Lease (as defined in Section 4(b)) includes the terms specified in Section 4(b) (and is not otherwise inconsistent with this MOU), then Developer shall enter into such Lease and pay the Annual Lease Payment as defined and provided for in Section 4(d). If Developer fails to execute the Lease following approval by the Agency and pay the first Annual Lease Payment within forty-two (42) months of the date of this MOU, the Swap Meet use may continue only until the date that is forty-eight (48) months after the date of this MOU, unless Developer contends that (A) the Lease approved by Agency is inconsistent with the terms specified in Section 4(b), (B) the Lease is inconsistent with the terms, conditions and intent of this MOU, (C) the Lease was not validly adopted, or (D) for any other reason Developer is not obligated to execute the Lease approved by Agency. In such event, the burden of proof in that dispute shall be on Developer, and unless and until a court of competent jurisdiction determines that one or more of Developer's contentions are correct, Developer must make the Annual Lease Payment. During the pendency of any claim regarding the Lease terms, so long as Developer makes the Annual Lease Payment, this Milestone shall be deemed satisfied.

- ix. During the term of this MOU, no less frequently than quarterly, Developer shall submit a progress report to City describing Developer's progress in achieving the Milestones.
- (b) i. Owner agrees that, upon Owner's or Developer's failure to timely meet any Milestone, or Developer's failure to timely pay any Annual Lease Payment (if Developer enters into the Lease, or is otherwise required to pay the Annual Lease Payment pursuant to subsection 2(a)viii), or upon other termination or expiration of this MOU, the legal non-conforming use status of the Swap Meet shall automatically terminate, unless City, in its sole and absolute discretion, waives or modifies the Milestone or the timeframe in which it must be met, or otherwise extends the non-conforming use status. If City does NOT waive or modify the Milestone or the timeframe in which it must be met, or otherwise extend the non-conforming use status, Owner agrees that City shall have no obligation to follow the procedure in Section 106-261 of the Zoning Ordinance, or any other procedure, except as follows: City shall provide written notice to Owner of the Milestone that has not been met, and if (A) Owner does not satisfy the Milestone within ten (10) days after receipt of such notice, and (B) City, in its sole and absolute discretion, does not waive or modify the Milestone or the timeframe in which it must be met, then the legal non-conforming use status of the Swap Meet shall automatically terminate, and Owner shall cause the cessation of the Swap Meet and all Swap Meet related activities on the Site within forty (40) days after receipt of such notice.
- ii. Notwithstanding the foregoing, upon (A) the third or subsequent violation in any one year by Owner of the Milestone in subsection 2(a) vii, or (B) the fifteenth (15th) or subsequent violation in the term of this MOU by Owner of the Milestone in subsection 2(a) vii, City may elect to terminate the legal non-conforming use status of the Swap Meet, irrespective of whether or not the violation(s) have been cured. In that event, City may provide written notice to Owner of its decision to terminate the legal non-conforming use status of the Swap Meet pursuant to this clause, and Owner shall cause the cessation of the Swap Meet and all Swap Meet related activities on the Site within thirty (30) days after receipt of such notice.
- (c) City agrees that, if any legal proceedings or other challenges are brought by another third party (as defined in subsection 2(a) i), not including Developer, regarding approval of the Entitlements or DDA, the termination of the Swap Meet use pursuant to subsection (b) shall be tolled until: (i) the conclusion of any such legal proceedings or other challenges, and the expiration of any applicable appeal period, or (ii) the passage of ten (10) years from the date of this MOU, whichever first occurs. This tolling period shall be in effect only so long as Developer is diligently prosecuting such proceedings to completion.

- (d) City agrees that, except as set forth in subsection (b), and subject to subsection (c), City shall not exercise its right under the San Fernando Municipal Code to terminate or revoke the use of the Site for the Swap Meet.
- (e) Article IV of Chapter 82 of the San Fernando Municipal Code establishes a tax (the "Admission Tax") on each admission fee paid at the Swap Meet. City and Owner agree that the current Admission Tax is forty-seven cents (\$.47) per admission. City agrees that the Admissions Tax shall not be increased for a period of twenty-four (24) months after the date of this MOU. From and after the twenty-fourth (24th) month after the date of this MOU, City may increase the Admissions Tax by the percentage increase in the consumer price index, in accordance with Section 82-107(d) of the Municipal Code. Further, at any time that Developer increases the admission fee paid at the Swap Meet (including but not limited to within the first 24 months after the date of this MOU), City may increase the Admission Tax by the same percentage increase as the admission fee is increased, so long as the increase does not result in the Admission Tax exceeding an amount equal to forty-seven percent (47%) of the admission fee. City further agrees that, if the admission fee has been increased, and City increases the Admission Tax to an amount equal to forty-seven percent (47%) of the admission fee, there shall be no further increases pursuant to the consumer price index.

3. Transfer of portion of Site to LAUSD FC

- (a) Owner has informed City that LAUSD FC has indicated to Owner that, until such time as LAUSD FC commences construction on the School Portion, it will lease the School Portion back to Owner or the operator of the Swap Meet to continue the Swap Meet ("LAUSD FC Lease").
- (b) City agrees that for any time during which LAUSD FC permits Developer to continue use of the School Portion for the Swap Meet, whether by lease or otherwise, this MOU shall apply with equal force to the School Portion as if it were owned by Developer.
- (c) City agrees that, if and when the Swap Meet can no longer operate on the School Portion, and subject to compliance with the Milestones specified in Section 2, the following requirements shall apply to the combined Retail Portion of the Site and the Agency Parcel:
 - i. The number of swap meet stalls and vendors shall be no greater than the total number of such stalls and vendors specified in Section 1(a); and
 - ii. Developer shall be permitted to make modifications to the configuration of the Retail Portion and the Agency Parcel, including without limitation installing minor, temporary structures such as bathroom facilities or ticket offices, and reconfiguring the Swap Meet stall layout and parking plan (subject to reasonable City approval of the layout and parking plan), so as

to permit the continued operation of the Swap Meet on the Retail Portion of the Site. If the reconfigured parking plan proposes a parking ratio equal to or greater than the ratio specified in Section 1(a), then City approval of the parking plan shall be deemed granted. If the reconfigured parking plan proposes a parking ratio less than the ratio specified in Section 1(a), then City may approve or disapprove the parking plan in its reasonable discretion.

4. Lease of Agency Parcel to Developer

- (a) On or before the date that is forty-eight (48) months from the date of this MOU, but no earlier than twenty-four (24) months from the date of this MOU, or such earlier time as the City has relocated its operations from the Agency Parcel, and subject to completion of the required review and documentation under the California Environmental Quality Act and any other applicable laws and regulations, Agency shall approve a lease of the Agency Parcel to Developer. At least six (6) months prior to the date Developer desires to enter into the Lease, Developer shall notify Agency of its desire to do so. If (A) Agency and Developer agree on a mutually acceptable lease agreement pursuant to subsection 4(b), and (B) Developer delivers the first Annual Lease Payment (determined in accordance with subsections 4(c) and 4(d)) to City, City shall lease the Agency Parcel to Developer.
- (b) The lease agreement (the "Lease") shall be in a form mutually acceptable to Developer and City, but shall include the following essential terms:
 - i. The Lease shall be for a period of ten (10) years from the date of this MOU, or to the date the Swap Meet use is terminated, whichever occurs first.
 - ii. Each year of the term shall be conditioned upon payment by Developer, in advance, of the Annual Lease Payment, as defined in subsection (d).
 - iii. Developer shall indemnify City, Agency and their officers and employees for all activities of Developer and its invitees during the term of the Lease.
 - iv. Developer shall have an option to purchase the Agency Parcel for its Appraised Value (as defined below) or such other lesser price as may be mutually agreed to by the Agency and Developer in the DDA.
 - v. Developer shall indemnify City and Agency from any claims relating to the presence of any hazardous substances placed on, in, or under the Agency Parcel on or after the date of the Lease.
 - vi. Developer shall release City and Agency from any liability to Developer or its officers, agents, employees, or contractors arising from the presence of any hazardous substances placed on, in, or under the Agency Parcel before the date of the Lease.

- vii. City and Agency shall indemnify Developer from any third party claims (other than claims made by Developer) relating to the presence of any hazardous substances placed on, in, or under the Agency Parcel on or before the date of the Lease.
- (c) Upon receipt of notice from Developer that it desires to enter into the Lease, Agency shall (A) prepare a draft Lease, and (B) engage one of the appraisal firms listed in Exhibit "D," or another MAI certified appraiser mutually acceptable to Agency and Developer, to perform an appraisal of the fair market value of fee simple title to the Agency Parcel. The Agency Parcel shall be appraised at its highest and best use, as vacant land, and as if it was zoned C-2 (General Commercial) ("Appraised Value"). The date of Appraised Value shall be the first day that is forty-eight (48) months after the date of this MOU, or such earlier date as Developer has requested that the term of the Lease commence. Agency and Developer shall each pay one-half of the appraisal fee.
- (d) The first year's "Annual Lease Payment" shall be the equivalent of one percent (1%) of the appraised fair market value (determined in accordance with subsection (c)). The amount of the Annual Lease Payment shall increase by two percent (2%) each year. Thus, the second year's Annual Lease Payment shall be the equivalent of 102% of the first year's Annual Lease Payment; the third year's Annual Lease Payment shall be the equivalent of 102% of the second year's Annual Lease Payment; and so forth. To the extent that Developer pays a possessory interest tax on its leasehold interest in the Agency Parcel, the amount of such possessory interest tax received by Agency (or City) shall, at Agency's option, either be returned to Developer, or credited against the following year's Annual Lease Payment.
- (e) The Annual Lease Payments shall be paid in advance, with the first Annual Lease Payment due prior to commencement of the term of the Lease.

5. Application of Subdivision Map Act

- (a) The District has represented to City and Owner that LAUSD FC is a public entity, and as such, a transfer of any portion of the Site to LAUSD FC is exempt pursuant to California Government Code Section 66428(a)(2) from the requirement to obtain a parcel map.
- (b) Upon Owner's request, City shall issue a certificate of compliance pursuant to California Government Code Section 66499.35 confirming that the division of the Site resulting from the transfer of the School Portion to LAUSD FC, and the subsequent lease of the School Portion to Owner, complies with applicable provisions of the California Subdivision Map Act (California Government Code Sections 66410 et seq.) and of local ordinances enacted pursuant to the Subdivision Map Act. The certificate of compliance shall be recorded on record title to the Retail Portion of the Site.

6. Successors and assigns; lenders

Unless otherwise specified, all references herein to "Owner" also include "Developer", but not vice versa. The parties agree that this MOU shall be binding upon, and shall be enforceable by and inure to the benefit of:

- (a) the parties and their respective successors and assigns who acquire an interest in the Site, or any portion thereof, or any interest therein, or any improvement thereon, whether by operation of law or in any matter whatsoever; and
- (b) any lender that provides financing to any person in order to finance the purchase of the Site, and/or that is secured in whole or part by the Site.

7. Notices

All notices provided for under this MOU shall be in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

To City: City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: City Administrator
Telephone No.: (818) 898-1201
Facsimile No.: (818) 361-7631

With a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Attn: Michael Estrada, City Attorney
Telephone No.: (213) 626-8484
Facsimile No.: (213) 626-0078

To Owner: Hannon Properties LLC
c/o Bill Hannon Foundation
11611 San Vicente Blvd., Suite 530
Los Angeles, California 90049
Attention: Ms. Elaine S. Ewen
Telephone No.: (310) 207-0303
Facsimile No.: (310) 207-8077

With a copy to: Hannon Properties LLC
c/o William H. Hannon Foundation
729 Montana Avenue, Suite 5
Santa Monica, California 90403
Attention: Ms. Kathleen Hannon Aikenhead
Telephone No.: (310) 260-2470
Facsimile No.: (310) 260-9740

With a copy to: The Dunn Family Interests
c/o Michael J. Dunn
Charles Dunn Company
800 West Sixth Street, Suite 500
Los Angeles, California 90017
Telephone No.: (213) 534-3222
Facsimile No.: (213) 481-0758

With a copy to: Mr. Richard Dunn
1200 Wilshire Boulevard, Suite 310
Los Angeles, California 90017
Telephone No.: (213) 481-1800
Facsimile No.: (213) 481-0758

With a copy to: Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard
Los Angeles, California 90064
Attention: Keith Allen-Niesen
Telephone No.: (310) 312-4105
Facsimile No.: (310) 914-5780

To Developer: Robertson Properties Group
120 North Robertson Blvd.
Los Angeles, CA 90048
Attention: Neil Halbrecht
Telephone No.: (310) 855-8453
Facsimile No.: (310) 652-8538

With a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy F. Forbes
Telephone No.: (213) 229-7151
Facsimile No.: (213) 229-6151

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time to time designate in writing as provided in this Section. Notice shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery. From and after the receipt by City of the notice of sale pursuant to Section 2(a) ii above, notices shall no longer be required to be sent to Owner, but shall instead be sent to Developer.

8. Estoppel certificates

- (a) Either party shall, upon not less than fifteen (15) days' prior written notice from the other party, execute, acknowledge and deliver to the requesting party a statement in writing:

- i. certifying that this MOU is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this MOU, as so modified, is in full force and effect);
 - ii. stating the remaining period of time for which Owner may continue use of the Site as a swap meet pursuant to this MOU; and
 - iii. stating whether or not each of the Milestones has been met within the timeframes allocated (or as extended by City).
- (b) The City Administrator shall have the right to execute any certificate requested under the preceding subsection. Any such statement may be conclusively relied upon by any prospective purchaser, lender or joint venture partner.

9. Expiration

If not previously terminated or extended this MOU shall expire upon (A) the granting of the Entitlements and execution of the DDA, or (B) the passage of ten (10) years from the date of the MOU, whichever first occurs. Nothing in this Section 9 shall prevent the earlier termination of the Swap Meet use pursuant to this MOU, including but not limited to subsection (b) of Section 2.

10. Counterpart Signatures

This MOU may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Memorandum of Understanding on the date and year first written above.

CITY:

THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: Dr. Jose Hernandez

Dr. Jose Hernandez, Mayor

APPROVED AS TO FORM:

By: Michael Estrada

Michael Estrada, City Attorney

ATTEST:

By: Elena Chavez

Elena Chavez, City Clerk

SELLER:

HANNON PROPERTIES LLC,
a California limited liability company

By: _____
Name: Elaine S. Ewen
Its: Co-Manager

By: Kathleen H. Aikenhead
Name: Kathleen Hannon Aikenhead
Its: Co-Manager

(signatures continued on next page)

SELLER:

HANNON PROPERTIES LLC,
a California limited liability company

By: Elaine S. Ewen

Name: Elaine S. Ewen

Its: Co-Manager

By: _____

Name: Kathleen Hannon Aikenhead

Its: Co-Manager

(signatures continued on next page)

Dorothy Dunn-Smith Trust dated February 4, 2002

By: _____
Dorothy Dunn-Smith, Trustee

Matthew Dunn

Matthew Dunn

By Richard C. Dunn Atty in fact

Theresa Dunn Atty
Theresa Dunn By Richard C. Dunn Atty in fact

Peter Dunn Atty
Peter Dunn By Richard C. Dunn Atty in fact

Martha Ellen Dunn McPherson
Martha Ellen Dunn McPherson By Richard C. Dunn Atty in fact

Charles Dunn
Charles Dunn

Colleen A. Dunn Bates
Colleen A. Dunn Bates By Richard C. Dunn Atty in fact

Steve P. Dunn
Steve P. Dunn By Richard C. Dunn Atty in fact

Padick Partners

By: Theresa Dunn
Name: Theresa Dunn
Its: By Richard C. Dunn Atty in fact

Maryanne Dunn Herrill

Maryanne Dunn Herrill

By Richard C. Dunn Atty in fact

Carolyn E. Dunn Buckey

Carolyn E. Dunn Buckey

By Richard C. Dunn Atty in fact

Cathleen M. Dunn French

Cathleen M. Dunn French

By Richard C. Dunn Atty in fact

Michael L. Dunn

Michael L. Dunn

By Richard C. Dunn Atty in fact

Carmille T. Dunn

Carmille T. Dunn

By Richard C. Dunn Atty in fact

Grandpadick Partners

By Richard C. Dunn Atty in fact

Grandpadick Partners

By: Theresa Dunn
Name: Theresa Dunn
Its: By Richard C. Dunn Atty in fact

Joseph and Eleanor Dunn Family Trust

The Richard and Eleanor Dunn Family Trust,
dated November 3, 1988

By: Joseph C. Dunn
Joseph C. Dunn

Its: Trustee By Richard C. Dunn Atty in fact

By: Eleanor P. Dunn

Its: Trustee By Richard C. Dunn Atty in fact

By: Richard C. Dunn

Richard C. Dunn
Trustee

By: _____

Eleanor B. Dunn
Trustee

Dorothy Dunn-Smith Trust dated February 4,
2002

By: Dorothy Dunn-Smith Trustee
Dorothy Dunn-Smith, Trustee

Matthew Dunn

Theresa Dunn

Maryanne Dunn Herrill

Peter Dunn

Carolyn E. Dunn Buckey

Martha Ellen Dunn McPherson

Cathleen M. Dunn French

Charles Dunn

Michael J. Dunn

Colleen A. Dunn Bates

Camille T. Dunn

Steve P. Dunn

Padick Partners

Grandpadick Partners

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Joseph and Eleanor Dunn Family Trust

The Richard and Eleanor Dunn Family Trust,
dated November 3, 1988

By: _____
Joseph C. Dunn
Its: Trustee

By: _____
Richard C. Dunn
Its: Trustee

By: _____
Eleanor P. Dunn
Its: Trustee

By: _____
Eleanor B. Dunn
Its: Trustee

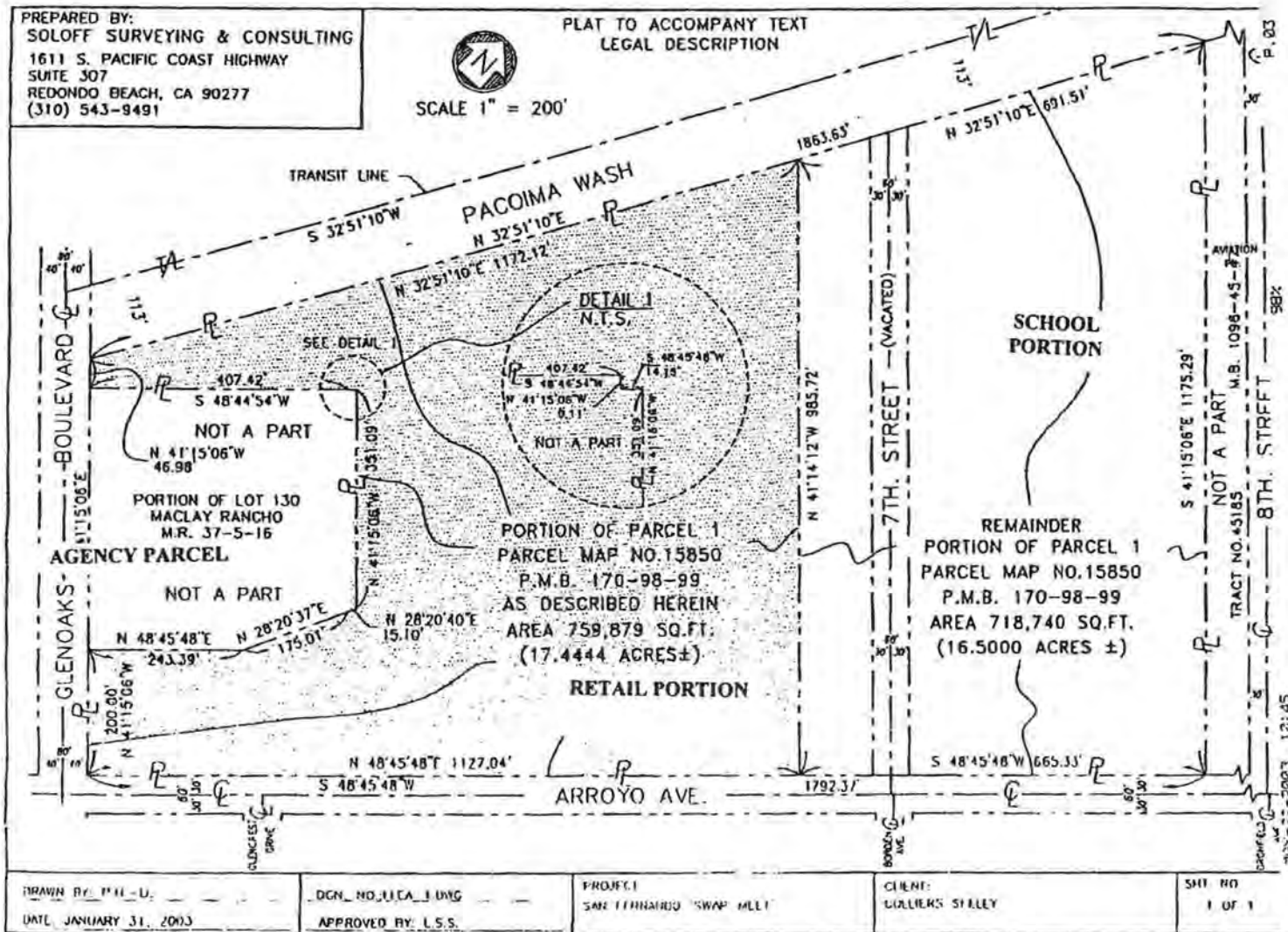
Exhibit A**Legal Description of Site**

PARCEL 1 OF PARCEL MAP NO. 15850, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILE IN BOOK 170 PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDR OF LOS ANGELES, STATE OF CALIFORNIA.

TO #J95545#1213626 P.00



SCALE 1" = 200'



THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
VOLUME 100, PART 1, 2000
PUBLISHED BY THE
BRITISH ANTHROPOLOGICAL SOCIETY

EXHIBIT C

VII-1, Feb. 1976

*revised by Council 2/17/76*RECOMMENDED CONDITIONS FOR ISSUANCE OF BUS. LICENSE PERMIT-S.F. SWAP MEET

That permit be issued to the San Fernando Swap Meet in accordance with and subject to the provisions of Chapter 18 and Chapter 24 A of the San Fernando City Code and upon the following additional conditions:

1. That the hours of operation shall be from 8:00 a.m. to 5:30 p.m. and the days of operation be limited to Saturday, Sunday, and Tuesday of each week.
2. That all exhibition area and all vehicle parking area shall be blacktopped and striped and maintained in a good and safe condition to the satisfaction and approval of the Directors of Building and Planning and Engineering of the City.
3. That no Alcoholic beverages shall be sold or dispensed on the premises.
4. That the entire operation carried on on the premises shall conform to all laws and regulations whether the same be federal, state, or local and to the requirements of the Police, Fire, Health, and Building Departments.
5. The operator shall pay the established rate for any inspections by the Fire, Health, Building, and Engineering Departments over and above normal inspections.
6. Operator shall install any additional sanitary facilities if the City determines existing facilities are inadequate.
7. The operator shall make available adequate telephone service, basic first aid equipment in a central administration building on the premises.
8. The premises are presently fenced. The operator shall install any additional fencing or gates that may be required from time to time by the City for better crowd and traffic control.

Feb. 1976

- 2 (a) The operator shall not permit any exhibitor other than those falling in the category of "occasional sellers" as set forth in 2(d) to exhibit, offer for sale, or sell merchandise of any kind without having a sales tax permit or sub-permit from the State Board of Equalization, using a City of San Fernando address, from which all sales made at the swap meet shall be reported.

Any such exhibitor who does not have a fixed place of business in the City of San Fernando may use for the purpose of said permit or sub-permit the address of the swap meet in San Fernando so that all sales made can be reported as made at said address.

It shall be the obligation of the operator to ascertain that each exhibitor purporting to hold a permit or sub-permit from the State Board of Equalization actually possesses same and that such exhibitor is using an address within the City of San Fernando for such permit or sub-permit before such exhibitor shall be permitted to exhibit, offer for sale, or sell on that particular day.

- 3 (b) Each exhibitor holding a permit or sub-permit as described in 2 (a) above, at the conclusion of each day, shall fill out and sign, under penalty of perjury, a report on a form prescribed by the City, setting forth said exhibitor's name, regular business address, address to which the sales tax permit or sub-permit is issued and the amount of gross sales on that particular day, and shall file the same with the operator.

Feb. 1976

The operator shall permit exhibitors falling within the provisions of 9 (a) above to display, offer for sale or exchange, merchandise only on the condition that at the conclusion of each day's sales such exhibitor shall make out and sign under penalty of perjury and file with the operator, the report set forth above.

9 (c) The operator monthly, on or before the 15th day of the next succeeding month in which the report set forth in 9 (b) above is filed with him, shall prepare or cause to be prepared a schedule showing the names, addresses, sales tax permit numbers or sub-permit numbers, and the gross sales, if any, of each exhibitor for the preceding month and the number of days during which month said exhibitor exhibited and offered merchandise for sale, and shall sign such schedule under the penalty of perjury as being true and correct and file same with the Finance Director of the City.

All of the daily reports described in 9 (b) above and the date upon which the report in 9 (c) is computed shall be maintained by the operator for a period of at least one year and shall be open to inspection by the Finance Director of the City or his duly authorized agent or agents during all reasonable business hours.

9 (d) All exhibitors who exhibit and offer for sale merchandise at the swap meet less than eight (8) times in any consecutive six (6) month period shall be considered "occasional sellers" and shall not be required as a condition to the issuance of this permit to have a sales tax permit or sub-permit from the State Board of Equalization with a City of San Fernando

Feb. 1976

business address.

However, all such "occasional sellers" as hereinabove defined, shall daily at the conclusion of the day's business and before leaving the swap meet premises, fill out and sign under penalty of perjury on a form prescribed by the City, which form is to be printed or stamped on an envelope the following information:

the "occasional seller's" business and residential addresses, telephone numbers, the type of merchandise being exhibited and sold, the total gross sales during that particular day, the computation of sales tax therefor at the rate prescribed by law, and shall place in said envelope the amount of such sales tax with the information set forth above, and deposit the same with the operator.

All such "occasional sellers" shall fill out such envelope and file same with the operator even if no sales were made, in which event the gross sales will be reported as (0) and the sales tax as (0).

9 (e) Any person or entity who has been classified as an "occasional seller" who exhibits and offers for sale merchandise eight (8) or more times in any consecutive six (6) month period shall not be permitted by the operator thereafter to exhibit or offer merchandise for sale at the swap meet without having in his possession a valid sales tax permit or sub-permit from the State Board of Equalization showing an address within the City

Feb. 1976

of San Fernando from which all sales made at the swap meet shall thereafter be reported.

It shall be the responsibility of the operator to obtain from each "occasional seller" defined in 9 (d) the report on the form described herein and the operator shall only permit such "occasional seller" to exhibit or offer merchandise for sale on the condition that such "occasional seller" files the report containing the information required above and collects the sales tax, if any due thereon, as set forth herein.

10. This permit is issued on the further condition that upon receipt of the report of the recent investigation by the Attorney General's Task Force Department of Justice, Attorney General, or any further reports from the Police Department that crime exists on the premises or among some of the exhibitors involving among other things the display or selling of stolen merchandise, the Council may hold a hearing after ten (10) days prior notice and among other things may revoke or suspend the permit or impose additional conditions including among other things the right to require all exhibitors to have police permits under Chapter 18 of the City Code as it may be amended, and/or under Chapter 24 A of the City Code as it may be amended under and by virtue of which the identity of exhibitors may be investigated and required to be finger printed with a background check and identification cards issued; and/or to require of such exhibitors a City of San Fernando business license under Chapter 12 of the City Code as it may be amended.

Feb. 1976

11. This permit is issued upon the further condition that the Council at any time may require all exhibitors to have police permits under Chapters 18 and/or 24 of the City Code as they may be amended under and by virtue of which the identity of exhibitors may be investigated and required to be finger printed with a background check and identification cards issued; and/or to require of such exhibitors a City of San Fernando business license under Chapter 12 of the City Code as it may be amended.

Exhibit D**List of Approved Appraisers**

Barbara Zackary
Donahue & Company
23 Corporate Plaza Drive, Suite 160
Newport Beach, California 92660
(949) 760-3166

George Jones
George Hamilton Jones, Inc.
717 Lido Park Drive, Suite D
Newport Beach, CA 92663

Fran Mason
Mason & Mason
2609 Honolulu Avenue, Suite 100
Montrose, CA 91020
Business: (818) 947-1881
Business Fax: (818) 957-1891

Lea Associates Inc.
1635 Pontius Avenue
Los Angeles, Ca 90067
Business: (310) 477-6595

Contract #1480(a)

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Amendment to Memorandum of Understanding ("Amendment") is entered into as of November 17, 2003 by and between the City of San Fernando, a municipal corporation ("City"), and San Fernando Gateway, LLC, a California limited liability company ("Owner").

Whereas:

- A. City and Owner's predecessor-in-interest entered into that certain Memorandum of Understanding ("MOU") dated June 2, 2003.
- B. Subsequently, Owner acquired fee title to that property described in the MOU as the "Retail Portion".
- C. Owner operates the Swap Meet on the Site (as those terms are defined in the MOU), and would like to increase the number of days of operation of the Swap Meet.
- D. City is willing to permit the Swap Meet to operate for one additional day per week, so long as the total number of hours per week the Swap Meet is in operation remains the same.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the MOU, unless otherwise indicated.

2. Operation of swap meet

(a) Owner and City agree that the Swap Meet is currently being operated on Saturday, Sunday, and Tuesday, from the hours of 6:00 A.M. to 5:30 P.M., a total of 34.5 hours per week.

(b) Owner and City agree that the Swap Meet may also be operated on Friday, so long as the total weekly hours of operation do not exceed 34.5, as follows:

Saturday and Sunday: 6:00 A.M. to 3:00 P.M. = 9 hours per day

Tuesday: 6:00 A.M. to 2:30 P.M. = 8.5 hours

Friday: 6:00 A.M. to 2:00 P.M. = 8 hours

3. Effect on MOU

Except as modified by this Amendment, the MOU remains in full force and effect.

4. Counterpart Signatures

This MOU may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Memorandum of Understanding on the date and year first written above.

CITY:

THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: _____

Dr. Jose Hernandez
Dr. Jose Hernandez, Mayor

APPROVED AS TO FORM:

By: _____

Michael Estrada

Michael Estrada, City Attorney

ATTEST:

By: _____

Elena Chavez

Elena Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
a California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its Sole Member

By: _____

Name: *Irma S. Lenin*

Title: *Vice President*

Contract #1480(b)

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Memorandum of Understanding ("Amendment") is entered into as of October 4, 2004 by and between the City of San Fernando, a municipal corporation ("City"), and San Fernando Gateway, LLC, a California limited liability company ("Owner").

Whereas:

- A. City and Owner's predecessor-in-interest entered into that certain Memorandum of Understanding dated June 2, 2003, as amended by that certain Amendment to Memorandum of Understanding dated November 17, 2003 (as amended, the "MOU").
- B. Owner operates the Swap Meet on the Site (as those terms are defined in the MOU), and the MOU contains certain performance objectives ("Milestones") that Owner must satisfy in order to continue to operate the Swap Meet on the Site.
- C. Owner has satisfied the Milestones in paragraphs 2(a)(i) and (ii) of the MOU.
- D. The MOU requires that the Milestones in paragraphs 2(a)(iii) and (iv) be completed within eighteen (18) months from the date of the MOU (June 2, 2003), which is December 1, 2004, and that the Milestone in paragraph 2(a)(v) be completed within twenty-four (24) months from the date of the MOU. Owner has requested an extension of time to complete those Milestones.
- E. City is willing to grant such an extension, on the terms and conditions set forth in this Amendment.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the MOU, unless otherwise indicated.

2. Owner as Developer

The Parties acknowledge that San Fernando Gateway, LLC, a California limited liability company, has acquired title to the Retail Portion of the Site, and agree therefore that the terms "Owner" and "Developer" as used in the MOU both refer to San Fernando Gateway, LLC, a California limited liability company.

3. Continued Operation of Swap Meet

Paragraphs (iii), (iv), and (v) of Section 2(a) of the MOU are hereby revised to read as follows:

“(iii) On or before January 31, 2006, Owner shall have submitted to the San Fernando Redevelopment Agency (“Agency”) a proposal to enter into an exclusive negotiation agreement with Agency, including a proposal for Agency financial assistance (if any is requested), to facilitate completion of the Development on the Retail Portion and the Agency Parcel, for the purpose of entering into negotiations with the objective of entering into a Disposition and Development Agreement (“DDA”) with Agency for: (A) acquisition of the Agency Parcel; (B) redevelopment of the Retail Portion and Agency Parcel with the Development; and (C) Agency financial assistance requested to facilitate redevelopment of the Retail Portion and Agency Parcel.

(iv) On or before June 30, 2006, Owner shall have submitted to City a complete application for primary discretionary approvals required for the Development, including without limitation any proposed tentative tract map, General Plan amendment, zoning amendment or Site Plan approvals (“Entitlements”). Owner shall thereafter expeditiously provide any additional information requested by City pursuant to Government Code Section 65943.

(v) On or before June 30, 2006, Owner shall have entered into a purchase and sale agreement, or long-term ground lease, to acquire a new site to hold the Swap Meet, or otherwise determined that no alternative site is feasible.”

4. Effect on MOU

Except as modified by this Amendment, the MOU remains in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5. Counterpart Signatures

This MOU may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Memorandum of Understanding on the date and year first written above.

CITY:

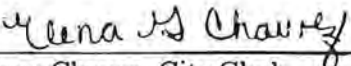
THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: 
Maribel de la Torre, Mayor

APPROVED AS TO FORM:

ATTEST:

By: 
Michael Estrada, City Attorney

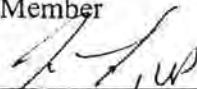
By: 
Elena Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
a California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its Sole Member

By: 
Name: Ira S. Levin
Title: Vice President

Contract No. I480(c)

THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Third Amendment to Memorandum of Understanding ("Third Amendment") is entered into as of November 7, 2005 by and between the City of San Fernando, a municipal corporation ("City"), and San Fernando Gateway, LLC, a California limited liability company ("Owner").

Whereas:

- A. City and Owner's predecessor-in-interest entered into that certain Memorandum of Understanding dated June 2, 2003, as amended by that certain Amendment to Memorandum of Understanding dated November 17, 2003, and that certain Second Amendment dated October 4, 2004 (as amended, the "MOU").
- B. Owner operates the Swap Meet on the Site (as those terms are defined in the MOU), and the MOU contains certain performance objectives ("Milestones") that Owner must satisfy in order to continue to operate the Swap Meet on the Site.
- C. Owner has satisfied the Milestones in paragraphs 2(a)(i) and (ii) of the MOU.
- D. Owner has requested an extension of time to complete the Milestones in paragraphs 2(a)(iii), (iv), (v), and (vi) of the MOU.
- E. City is willing to grant such an extension, on the terms and conditions set forth in this Third Amendment.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the MOU, unless otherwise indicated.

2. Continued Operation of Swap Meet

Paragraphs (iii), (iv), (v), and (vi) of Section 2(a) of the MOU are hereby revised to read as follows:

"(iii) On or before January 31, 2008, Owner shall have submitted to the San Fernando Redevelopment Agency ("Agency") a proposal to enter into an exclusive negotiation agreement with Agency, including a proposal for Agency financial assistance (if any is requested), to facilitate completion of the Development on the Retail Portion and the Agency Parcel, for the purpose of entering into negotiations with the objective of entering into a Disposition and Development Agreement ("DDA") with Agency for: (A) acquisition of the Agency Parcel; (B) redevelopment of the Retail Portion and Agency

Parcel with the Development; and (C) Agency financial assistance requested to facilitate redevelopment of the Retail Portion and Agency Parcel.

(iv) On or before June 30, 2008, Owner shall have submitted to City a complete application for primary discretionary approvals required for the Development, including without limitation any proposed tentative tract map, General Plan amendment, zoning amendment or Site Plan approvals ("Entitlements"). Owner shall thereafter expeditiously provide any additional information requested by City pursuant to Government Code Section 65943.

(v) On or before June 30, 2008, Owner shall have entered into a purchase and sale agreement, or long-term ground lease, to acquire a new site to hold the Swap Meet, or otherwise determined that no alternative site is feasible.

(vi) Following submittal of its application for Entitlements, Developer shall diligently and continuously pursue approval of the requested Entitlements, and shall seek in good faith to enter into a mutually acceptable DDA with Agency. The parties contemplate that any such DDA: (A) will provide for continued operation of the Swap Meet for the period of time reasonably necessary for Developer to complete negotiations with tenants and financing sources, and finalize the design of the Development; (B) will provide for relocation of the Swap Meet; (C) will include reasonable conditions as to Developer's obligation to move forward with the redevelopment of the Retail Portion and Agency Parcel; (D) may include Agency assistance for the Development, which may include sale of the Agency Parcel to Developer for less than fair market value; (E) will supercede this MOU; and (F) if possible will be entered into before June 30, 2009."

4. Effect on MOU

Except as modified by this Third Amendment, the MOU remains in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


5. Counterpart Signatures

This MOU may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Memorandum of Understanding on the date and year first written above.

CITY:

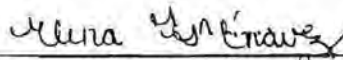
THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: 
Julie Guelas, Mayor

APPROVED AS TO FORM:

By: 
Michael Estrada, City Attorney

ATTEST:


By: 
Elena G. Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
a California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its Sole Member

By: 
Name: _____
Title: _____

Contract No. 1480(d)

FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Fourth Amendment to Memorandum of Understanding ("Fourth Amendment") is entered into as of July 20, 2007 by and between the City of San Fernando, a municipal corporation ("City"), and San Fernando Gateway, LLC, a California limited liability company ("Owner").

Whereas:

- A. City and Owner's predecessor-in-interest entered into that certain Memorandum of Understanding dated June 2, 2003, as amended by that certain Amendment to Memorandum of Understanding dated November 17, 2003, that certain Second Amendment dated October 4, 2004, and that certain Third Amendment dated November 7, 2005 (as amended, the "MOU").
- B. Owner operates the Swap Meet on the Site.
- C. Owner has informed City that it expects to vacate the School Portion of the Site on or before August 30, 2007.
- D. The San Fernando Redevelopment Agency ("Agency") and Owner have entered into that certain Purchase and Sale Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Agency has agreed to convey to Owner, and Owner has agreed to acquire from Agency, the Agency Parcel.
- E. In conjunction with the sale of the Agency Parcel to Owner, the Parties desire to make certain changes to the MOU regarding the continued operation of the Swap Meet on the Agency Parcel and Retail Portion of the Site.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the MOU, unless otherwise indicated.

2. Performance Milestones - Section 2(a) of MOU

Paragraph (viii) of subsection (a) of Section 2 of the MOU is hereby deleted. Paragraphs (iii), (iv), (v), (vi), and (ix) of subsection (a) of Section 2 of the MOU are hereby revised to read as follows:

“(iii) On or before January 31, 2013, Owner shall have submitted to the San Fernando Redevelopment Agency (“Agency”) a proposal to enter into an exclusive negotiation agreement with Agency, including a proposal for Agency financial assistance (if any is requested), to facilitate completion of the Development on the Retail Portion and the Agency Parcel, for the

purpose of entering into negotiations with the objective of entering into an Owner Participation Agreement ("OPA") with Agency for (A) redevelopment of the Retail Portion and Agency Parcel with the Development, and (B) Agency financial assistance requested to facilitate redevelopment of the Retail Portion and Agency Parcel.

(iv) On or before June 30, 2013, Owner shall have submitted to City a complete application for primary discretionary approvals required for the Development, including without limitation any proposed tentative tract map, General Plan amendment, zoning amendment or Site Plan approvals ("Entitlements"). Owner shall thereafter expeditiously provide any additional information requested by City pursuant to Government Code Section 65943.

(v) On or before June 30, 2013, Owner shall have entered into a purchase and sale agreement, or long-term ground lease, to acquire a new site to hold the Swap Meet, or otherwise determined that no alternative site is feasible.

(vi) Following submittal of its application for Entitlements, Developer shall diligently and continuously pursue approval of the requested Entitlements, and shall seek in good faith to enter into a mutually acceptable OPA with Agency. The parties contemplate that any such OPA: (A) will provide for continued operation of the Swap Meet for the period of time reasonably necessary for Developer to complete negotiations with tenants and financing sources, and finalize the design of the Development; (B) will provide for relocation of the Swap Meet; (C) will include reasonable conditions as to Developer's obligation to move forward with the redevelopment of the Retail Portion and Agency Parcel; (D) may include Agency assistance for the Development; (E) will supercede this MOU; and (F) if possible will be entered into before June 30, 2014.

(ix) During the term of this MOU, no less frequently than semi-annually, Developer shall submit a progress report to City describing Developer's progress in achieving the Milestones."

3. Termination

Paragraph (i) of subsection (e) of Section 2 of the MOU is hereby revised to read as follows:

"Owner agrees that, upon Owner's failure to timely meet any Milestone, or Owner's failure to make any of the payments required by the promissory note to be executed by Owner pursuant to the Purchase Agreement, or upon other termination or expiration of this MOU, the legal non-conforming use status of the Swap Meet shall automatically terminate, unless City, in its sole and absolute discretion, waives or modifies the Milestone or the timeframe in which it must be met, or otherwise extends the non-conforming use status. If City does NOT waive or modify the Milestone or the timeframe in which it must be met, or otherwise extend the non-conforming use status, Owner agrees that City shall have no obligation to follow the procedure in Section 106-261 of the Zoning Ordinance, or any other procedure, except as follows: City shall provide written notice to Owner of the Milestone that has not been met, and if (A) Owner does not satisfy the Milestone within ten (10) days after receipt of such notice, and (B)

City, in its sole and absolute discretion, does not waive or modify the Milestone or the timeframe in which it must be met, then the legal non-conforming use status of the Swap Meet shall automatically terminate, and Owner shall cause the cessation of the Swap Meet and all Swap Meet related activities on the Site within forty (40) days after receipt of such notice."

4. Admission Tax

Subsection (e) of Section 2 of the MOU is hereby revised to read as follows:

"Article IV of Chapter 82 of the San Fernando Municipal Code establishes a tax (the "Admission Tax") on each admission fee paid at the Swap Meet. City and Owner agree that the current Admission Tax is forty-seven cents (\$.47) per admission. City agrees that the Admissions Tax shall not be increased to an amount greater than fifty cents (\$.50) per admission until the expiration or earlier termination of this MOU."

City acknowledges that the Admission Tax has been paid in full for the period ending May 31, 2007 and no outstanding amounts are due and owing by Owner to City with respect thereto.

5. Term of Swap Meet Use

New subsections (f) and (g) are added to Section 2 of the MOU, as follows:

"(f) If the milestones set forth in subsection (a) of this Section 2 are achieved, and Owner is in compliance with the provisions of this MOU, then Owner shall have the option of continuing the operation of the Swap Meet on the Agency Parcel and the Retail Portion for an additional five (5) years (the "First Extension Period") beyond the initial ten (10) years specified in subsection (a) of this Section 2. Owner shall exercise this option, if at all, by the delivery to City of written notice of the exercise of this option no less than six months, and no more than one year, prior to June 2, 2013. Upon the exercise of such option, Owner may continue the operation of the Swap Meet on the Agency Parcel and the Retail Portion for an additional five (5) years, until June 1, 2018, on the same terms and conditions as are set forth in this MOU."

"(g) If the milestones set forth in subsection (a) of this Section 2 are achieved, and Owner is in compliance with the provisions of this MOU, then Owner shall have the option, subject to approval by the City Council, of continuing the operation of the Swap Meet on the Agency Parcel and the Retail Portion for an additional five (5) years (the "Second Extension Period") beyond the First Extension Period. Owner shall request approval of the exercise the Second Extension Period, if at all, by the delivery to City of written notice of the request to exercise this option no less than six months, and no more than one year, prior to June 2, 2018. Upon the receipt of such request, the City Administrator shall schedule the request for consideration by the City Council. If the Second Extension Period is approved by the City Council, Owner may continue the operation of the Swap Meet on the Agency Parcel and the Retail Portion for an additional five (5) years, until June 1, 2023, on the same terms and conditions as are set forth in this MOU."

6. Milestones

Paragraph (viii) of subsection (a) of Section 2 of the MOU is hereby deleted in its entirety and of no further force or effect and all references in the MOU to that paragraph or to the "Milestone" referenced therein shall also be of no further force or effect.

7. Improvements

Owner shall cause the following improvements to be completed on the Site, within six (6) months of the Close of Escrow (as defined in the Purchase Agreement):

- (a) Demolition of the existing improvements on the Agency Parcel (exclusive of the "Arroyo Booster Pump Station", as that term is defined in Section 17 of the Purchase Agreement).
- (b) Repave and resurface both the Agency Parcel and the Retail Portion of the Site. This will consist of the repair of potholes and areas of poor sub grade followed by a leveling course as necessary followed by a 1" asphalt cap in areas of existing pavement, and compaction of subgrade followed by 2" of new asphalt pavement on those portions of the Agency Parcel not previously paved. This will include new striping for both the parking (double striped stalls per City code) and vendor stalls. Identify location of handicapped parking based on City requirements.
- (c) Obtain City review and approval of the final site plan ("Site Plan") for the proposed Site improvements.
- (d) Replace the existing chain link fence along the Site's property lines abutting Glenoaks Boulevard and Arroyo Avenue with a new wrought iron-style fence that includes a 3-foot high perforated metal screen along the bottom. Provide a new wrought iron style fence around the "Water Pump Property", as that term is defined in the Pump Station Easement Agreement. Provide a new chain link fence and access gates around the perimeter of the vendor sales area (where the vendors are located) of the Site. The possibility of using vinyl coated chain-linked fencing around the vendor sales area shall be explored. The existing main entry on Glenoaks Boulevard will be enhanced with a combination of wrought iron fencing and landscaping. The maximum height of the fence is six feet along the street right of way, and eight feet along the Pacoima Wash and abutting the school site. The final design of entryways including proposed pilasters, and the proposed finish of fencing, requires review and approval by City's Community Development Department, which approval shall not unreasonably be withheld.
- (e) Install a landscape planter containing shrubs and vine elements along the fencing on Glenoaks and Arroyo (which planter shall be 5 feet wide along Glenoaks Boulevard and 3 feet wide along Arroyo Avenue). This will be designed to create a natural barrier of the parking and vendor areas. The final design shall be include as part of a landscape plan that shall be submitted for review and approval by the City's Public Works and Community Development Departments, which approval shall not unreasonably be withheld.

- (f) Install canvas shade elements with benches in order to provide rest areas for the swap meet customers. The quantity and location of the canvas shade elements requires the approval of the City's Community Development Department, which approval shall not unreasonably be withheld. Canvas shade tents (including their support poles) used by vendors shall be removed after every business day.
- (g) Add an additional exit lane for vehicles onto Arroyo Street, including a new driveway approach and curb and gutter. Provide a clear path of travel for pedestrians from the Bus stop on Glenoaks Boulevard to the vendor areas. Remove and/or relocate driveway approaches along Glenoaks Boulevard consistent with the approved Site Plan.
- (h) Provide an asphalt sidewalk on Arroyo Street as well as infill (with concrete) the areas on Glenoaks Boulevard that currently do not have a sidewalk.
- (i) In the event that the Swap Meet operates during the evenings, install temporary lighting with proper shielding to eliminate potential for light spillover.
- (j) Obtain permits from City for all electrical service throughout the Agency Parcel and Retail Portion. Bring electrical service into compliance with Section 8(b) of this Fourth Amendment. An electrician contracted by Owner shall meet with the San Fernando Community Development Department's Building and Safety Supervisor to inspect all electrical services to the Agency Parcel and Retail Portion; Owner shall comply with all recommendations made by the electrician.
- (k) Storage containers are limited to no more than ten percent of the total proposed vendor spaces (maximum dimensions for storage containers limited to 20 foot length and 8 foot width); remove all storage containers that do not comply with this requirement. Security lighting shall be provided to illuminate the storage containers during the night. Storage containers shall be properly secured to each other and/or the ground as determined to be necessary by the City's Community Development Department. The final location of storage containers, how they are secured to each other and the ground, and security lighting require City review and approval as part of the Site Plan Review application. Fire Department review and approval of the location of storage containers, as part of the Site Plan Review process, is also required.
- (l) Obtain all applicable City business licenses and County Health Department permits for all food vendors.
- (m) Install whatever improvements, and implement whatever procedures, are necessary in order that the use of the Agency Parcel complies with all applicable NPDES requirements. All on-site drainage infrastructure new and existing at the Agency Parcel shall drain to existing City right-of-ways along Arroyo Avenue and/or Glenoaks Boulevard. No stormwater, oils, debris/trash, and identified hazardous materials shall be allowed to drain into the abutting Pacoima Wash from the Agency Parcel.

- (n) Replace existing business identification sign on Glenoaks Boulevard. Provide directional signage for vehicle and pedestrian traffic throughout. Final approval of all business identification and directional signage shall be obtained from the City's Community Development Department, which approval shall not unreasonably be withheld.
- (o) Obtain, to the extent required, all applicable construction and demolition permits for the above referenced work from City and other state and federal agencies. City will assist in expediting the permitting process. Complete all such work in compliance with applicable federal, state, and local regulations.

8. Operation of Swap Meet

- (a) Owner shall maintain the asphalt sidewalk on Arroyo Street (installed per Section 7(h) of this Fourth Amendment) in good repair during the term of the Swap Meet use.
- (b) All electrical service to the Agency Parcel and Retail Portion shall be provided pursuant to permits obtained from the City's Community Development Department. Electricity shall not be run from the power poles to the vendor spaces. Vendors shall not be allowed to run electricity to storage containers. The locations of electrical outlets shall require review and approval from the City's Community Development Department in order to assure compliance with applicable municipal codes. Electrical outlets shall be made available only for customers to test products requiring electricity before buying them; outlets shall not be accessible by vendors.
- (c) All vendor property shall be removed at the end of each operating day.
- (d) A sufficient number of trash receptacles shall be made available in the Swap Meet both within the vendor sales area and within the designated parking areas. The Swap Meet shall be maintained in a clean condition on an ongoing basis. Trash must be collected at the end of each day of the Swap Meet operation.
- (e) Graffiti shall be cleared within 24 hours of identification.
- (f) Operation of mobile push cart and fixed location food vendors is not permitted without prior written approval from City.
- (g) Mobile ice cream carts shall only be permitted for vendors that are listed on the designated concessionaire's business license. Each person licensed to operate carts shall comply with City's business license and identification requirements. Seven (7) persons may be licensed to operate mobile ice cream push carts, but only five (5) push carts shall be in operation at any given time. Selling of ice cream from mobile push carts shall be limited to the retail area of the swap meet. Mobile ice cream carts shall circulate within the Site, and shall not be stationary.

- (h) Portable vending carts, including prepackaged bottled water, churros, popcorn and hot dog stands shall be limited to operating at specific locations designated on the approved Site Plan, unless otherwise authorized by the City. All vendors must be licensed by the City prior to operating at the Swap Meet.
- (i) Vendors shall not be allowed to sell food that they prepare on-site. Agua frescas shall not be permitted to be sold in the Swap Meet. Sale of food prepackaged offsite shall only be allowed if the vendor is approved to do so by the Los Angeles County Health Department and obtains zoning and business license approval from the City prior to initial occupancy at the Site.
- (j) Storage containers shall be used for storage purposes only and shall comply with Section 7(j) of this Fourth Amendment. Vendors leasing containers shall be required to obtain commercial business occupancy licenses, and declare to the City the type(s) of materials that are being stored. All materials being stored shall conform to all applicable municipal, state, and federal codes. Storage containers shall remain closed during operating hours with vendors access limited to retrieving stored materials. City shall have the right to inspect all storage containers at any time.

9. Extension of Time of Performance

Performance by any party of its obligations under the MOU (as modified by this Fourth Amendment) shall not be deemed to be in default, where that performance is prevented by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance. An extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay.

The party claiming the extension must, within two days after that party has notice of such cause, give the other party notice of the facts constituting such cause and assert its claim to excuse under this section.

10. Owner Participation Agreement

All references in the MOU to a "Disposition and Development Agreement" and "DDA" are hereby changed to "Owner Participation Agreement" and "OPA", respectively.

11. Entitlements

Commencing upon submittal by Owner of the application referenced in paragraph (iv) of subsection (a) of Section 2 of the MOU, City shall initiate and process the Entitlements (defined in that paragraph). The Owner shall be responsible for the cost of any environmental review and documentation associated with the Entitlements.

12. Lease of Agency Parcel

Section 4 of the MOU is of no further force or effect.

13. Estoppel

The parties agree that completion of certain of the improvements listed in Section 7 and compliance with the provisions of Section 8 is necessary in order for Owner to be in compliance with the MOU. The City warrants, represents and certifies to Owner that, as of the date of this Fourth Amendment, to the City's actual knowledge:

- (a) Owner is not in default under the MOU other than a lack of compliance with the provisions of Sections 7 and 8 hereof; and
- (b) upon completion of the improvements required by Section 7 and full compliance with Section 8, Owner shall no longer be in default of the MOU, and
- (c) except as set forth in paragraph (a) of this Section 13, the City does not have any defenses or offsets to its obligations under the MOU.

Nothing herein shall prevent City from exercising its rights upon the occurrence of an event of default that occurs after the date of this Fourth Amendment.

14. Effect on MOU

Except as modified by this Fourth Amendment, the MOU remains in full force and effect.

15. Effective Date

This Fourth Amendment shall become effective on the date that the Close of Escrow (as defined in the Purchase Agreement) occurs.

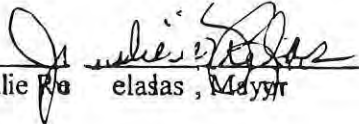
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

16. Counterpart Signatures

This Fourth Amendment may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

CITY:

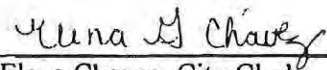
THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: 
Julie R. eladas, Mayor

APPROVED AS TO FORM:

ATTEST:

By: 
Michael Estrada, City Attorney

By: 
Elena Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
a California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its Sole Member

By: _____
Name: _____
Title: _____

16. Counterpart Signatures

This Fourth Amendment may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

CITY:

THE CITY OF SAN FERNANDO,
a municipal corporation of the State of
California

By: _____
Julie Ruelas, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Michael Estrada, City Attorney


By: _____
Elena Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
a California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its ~~Authorized~~ Manager

By: 
Name: IRA S. LEVIN
Title: EXECUTIVE VICE PRESIDENT

Contract I480(e)

FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Fifth Amendment to Memorandum of Understanding ("Fifth Amendment") is entered into as of December 7, 2009 by and between the City of San Fernando, a municipal corporation ("City"), and San Fernando Gateway, LLC, a California limited liability company ("Owner").

Whereas:

- A. City and Owner's predecessor-in interest entered into that certain Memorandum of Understanding dated June 2, 2003, as amended by that certain Amendment to Memorandum of Understanding dated 17, 2003, that certain Second Amendment dated October 4, 2004, that certain Third Amendment dated November 7, 2005, and that certain Fourth Amendment dated July 20, 2007 (as amended, the "MOU").
- B. Owner operates the Swap Meet on the Site (as those terms are defined in the MOU), and has requested that City authorize an increase in the number of days of operation of the Swap Meet, as well as the provision of live entertainment with amplified sound on the weekends.
- C. Owner has also requested that City temporarily suspend imposition of the Admissions Tax on Thursdays, in conjunction with Owner offering free admission on those days.
- D. City is willing to permit the Swap Meet to operate for one additional day per week, as well as the provision of live entertainment and a limited temporary suspension of the Admissions Tax, subject to the conditions set forth in this Fifth Amendment.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms

All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the MOU, unless otherwise indicated.

2. Continued Operation of Swap Meet

(a) Owner and City agree that the Swap Meet is currently being operated a total of 34.5 hours per week as follows:

- ✓ Saturday and Sunday: 6:00 A.M. to 3:00 P.M. = 9 hours per day
- ✓ Tuesday: 6:00 A.M. to 2:30 P.M. = 8.5 hours per day
- ✓ Friday: 6:00 A.M. to 2:00 P.M. = 8 hours per day

(b) Owner and City agree that the days of operation may be expanded to include Thursday, so long as the total weekly hours of operation do not exceed 34.5 hours, as follows:

- ✓ Saturday: 7:00 A.M. to 2:30 P.M. = 7.5 hours per day
- ✓ Sunday: 7:00 A.M. to 3:00 P.M. = 8.0 hours per day
- ✓ Tuesday: 7:00 A.M. to 2:00 P.M. = 7.0 hours per day
- ✓ Thursday: 7:00 A.M. to 1:00 P.M. = 6.0 hours per day
- ✓ Friday: 7:00 A.M. to 1:00 P.M. = 6 hours per day

(c) City agrees to suspend imposition of the Admission Tax on Thursdays, for a period not to exceed ninety (90) calendar days commencing on the first Thursday during which the Swap Meet is in operation (the "Suspension Period"), and only if Owner imposes no buyer entry or admission fee on those days. Notwithstanding the preceding sentence, for each month during the Suspension Period, Owner shall remit to City the greater of (i) all Admission Tax revenue collected during that month, or (ii) \$48,450.

(d) Owner and City agree that live entertainment with amplified sound equipment may be allowed on Saturday and Sundays only from the hours of 10:00 A.M. to 2:00 P.M. daily, subject to the following conditions of approval:

1. All proposed sound-amplifying equipment shall be directed away from the school and any residential or commercial properties neighboring the Swap Meet site. Sound emitted from any amplified speakers and other sources of sound from the designated area shall conform to the noise limitation standards of the San Fernando City Code, and shall not interfere with or disturb the occupants of any neighboring properties or impede pedestrian and vehicular traffic along the adjacent public right-of-ways;
2. The use of sound amplifying equipment within the designated area shall be limited to operate between the hours of 10:00 a.m. to 2:00 p.m., on Saturdays and Sundays, unless approved under a separate amplified sound permit for each date and time beyond this amplified sound permit approval. In addition, all activities shall conform to the City's "noise ordinance" limitations on loud noises as specified in article II of Chapter 34 of the San Fernando City Code;
3. A contact person shall be available to City of San Fernando personnel at all times during the use of sound amplifying equipment and shall control the sound level as necessary to immediately address any noise and/or other community concerns that may arise during the hours of use, subject to direction by authorized City of San Fernando personnel;
4. The Swap Meet operator shall have available at the site a Type II integrating sound level meter to ensure compliance with the San Fernando City Code during the use of sound amplifying equipment.

5. At least 10-days prior to the first weekend when live entertainment is scheduled to occur, the Swap Meet operator shall mail notification of the amplified sound permit approval to all property owners and tenants within 600 feet from the Swap Meet site. The notification shall identify the days and times the sound amplifying equipment use will be in effect and identify a contact telephone number to report any community concerns.

3. **Effect on MOU**

Except as modified by this Amendment, the MOU remains in full force and effect.

4. **Counterpart Signatures**

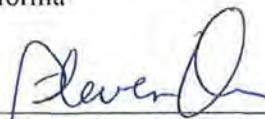
This MOU may be executed in any number of counterparts, any one of which may be executed and delivered by facsimile transmission, each of which will be deemed to be an original binding the signing party, and all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Memorandum of Understanding on the date and year first written above.

CITY:

THE CITY OF SAN FERNANDO,
A municipal corporation of the State of
California

By:


Steven Veres, Mayor

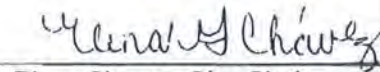
APPROVED AS TO FORM:

By:


Michael Estrada, City Attorney

ATTEST:

By:


Elena Chavez, City Clerk

OWNER:

SAN FERNANDO GATEWAY, LLC,
A California limited liability company

By: California Drive-In Theaters, Inc., a
California corporation

Its Sole Member

By:



Name:

Jill Saperstein
Assistant Secretary

Title:

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: November 16, 2020

Subject: Crime Statistics Update

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

1. The Police Department prepares an Annual Crime Statistics on the Seven Major Offenses, which include: 1) Homicide, 2) Rape, 3) Robbery, 4) Assault, 5) Burglary, 6) Larceny, and 7) Auto Theft.
2. The Seven Major Offenses are a set of crimes commonly used as a gauge for comparison of police agencies throughout the State of California and the United States.
3. On March 18, 2019, a three-year analysis (January 2015 through July 2018) was presented to the City Council and the public of the Seven Major Offenses.

ANALYSIS:

It is important to provide the City Council and community with annual crime statistics to ensure they are informed about the Police Department's efforts to protect life and property of everyone in the City.

This presentation is intended to provide the crime trend analysis of the Seven Major Offenses that were committed in the City of San Fernando from January 2018 through September 2020.

Crime Statistics UpdatePage 2 of 2

BUDGET IMPACT:

Preparation of the Annual Crime Statistics Update is part of the Police Department's work plan and included in the Fiscal Year 2020-2021 Adopted Budget. There is no additional budget impact to receiving and filing a presentation on the Crime Statistics Update.

ATTACHMENT:

A. Presentation



SEVEN MAJOR OFFENSES

CRIME TREND UPDATE
(1/2018 – 09/2020)

PRESENTED BY:
ANTHONY VAIRO, POLICE CHIEF



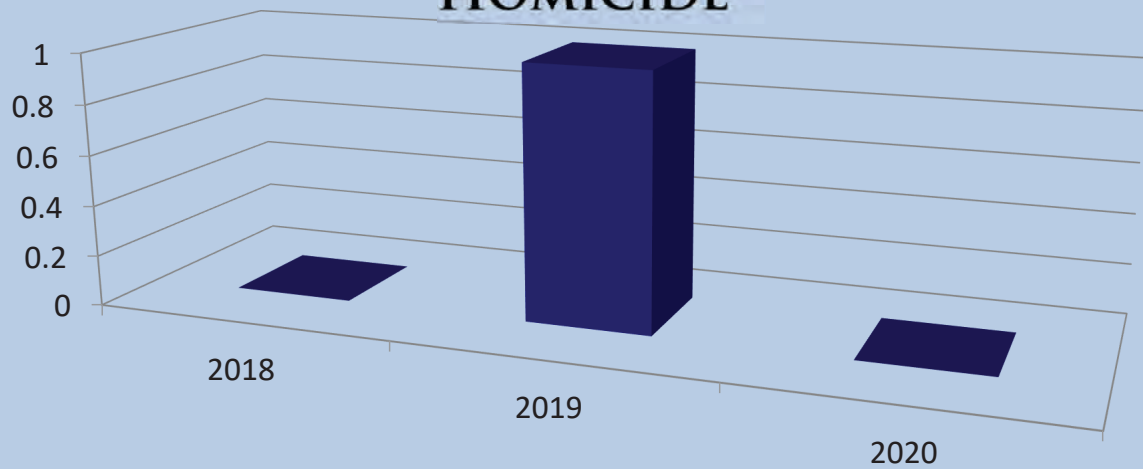
SEVEN MAJOR OFFENSES

- Homicide
- Rape
- Robbery
- Assault
- Burglary
- Larceny
- Auto Theft





HOMICIDE



	2018	2019	2020
■ Homicide	0	1	0

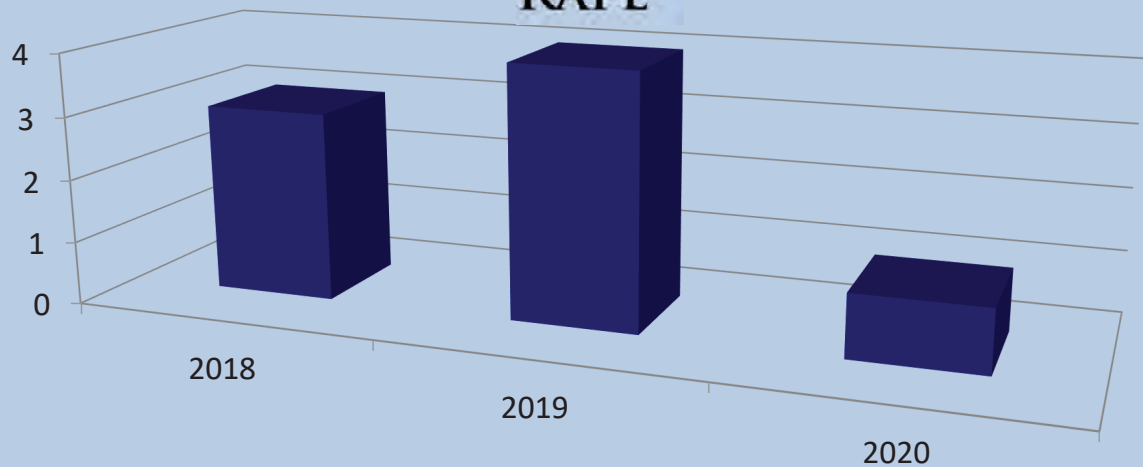
0% INCREASE



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



RAPE



	2018	2019	2020
■ Rape	3	4	1

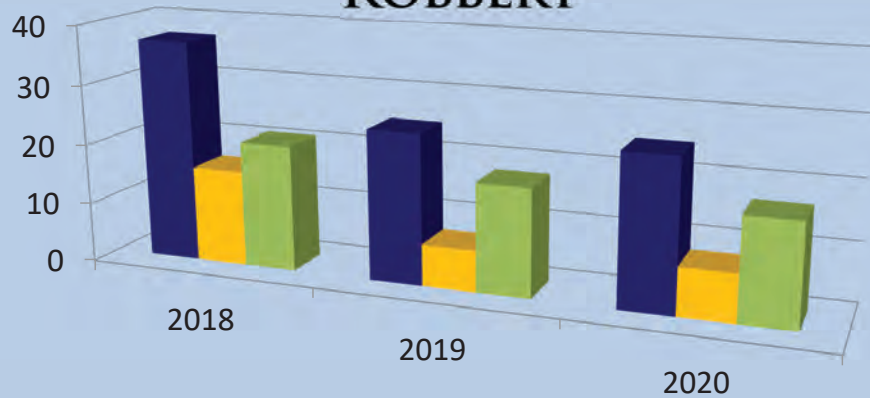
67% DECREASE



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



ROBBERY



32% DECREASE

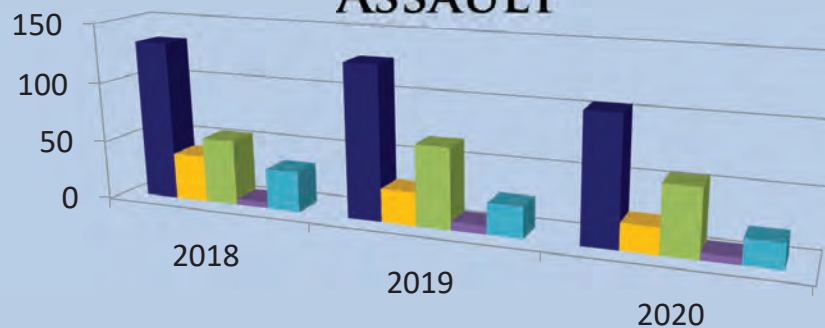
- Business – 50% Decrease
- All Others – 19% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



ASSAULT



21% DECREASE

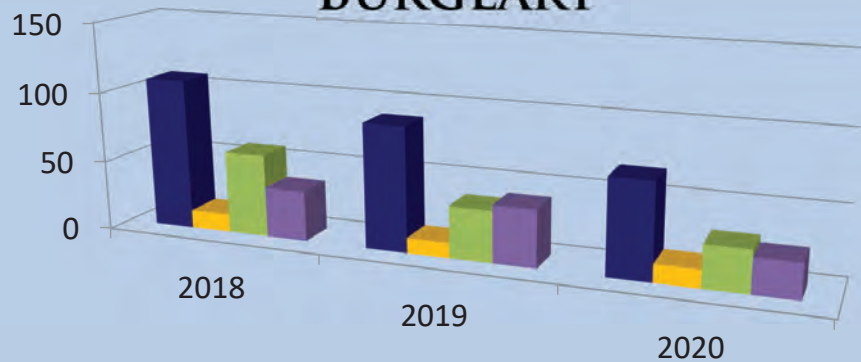
- Felony – 43% Decrease
- Domestic – 2% Increase
- Assault on Police Officer – 20% Increase
- Misdemeanor – 38% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



BURGLARY



37% DECREASE

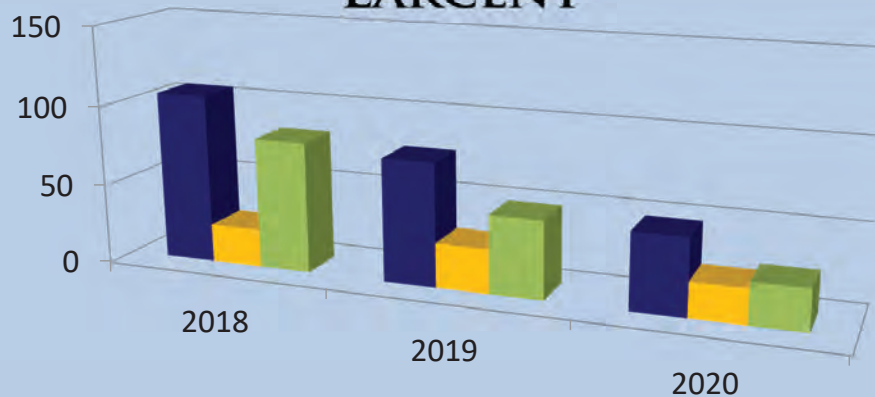
- Residential – 0% Increase
- Vehicle – 49% Decrease
- Business – 30% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



LARCENY



55% DECREASE

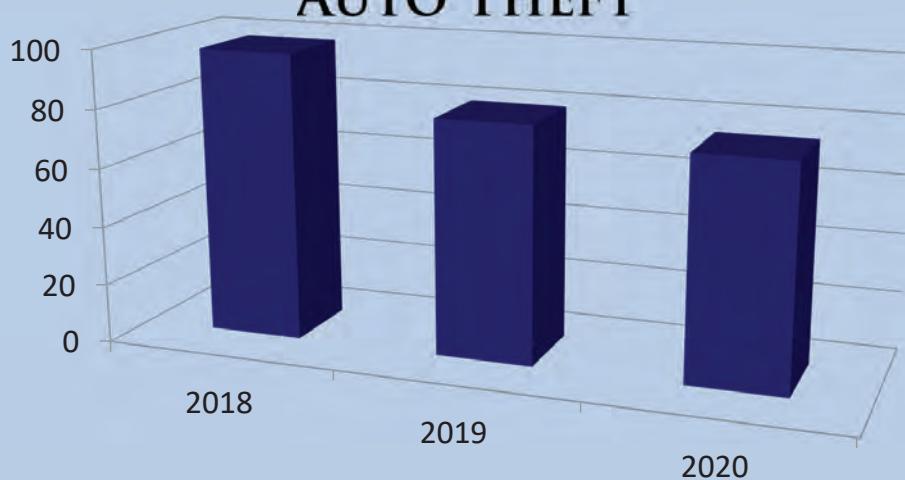
- Felony (487 P.C.) – 8% Decrease
- Misdemeanor (484 P.C.) – 68% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



AUTO THEFT



	2018	2019	2020
■ Auto Theft	98	80	75

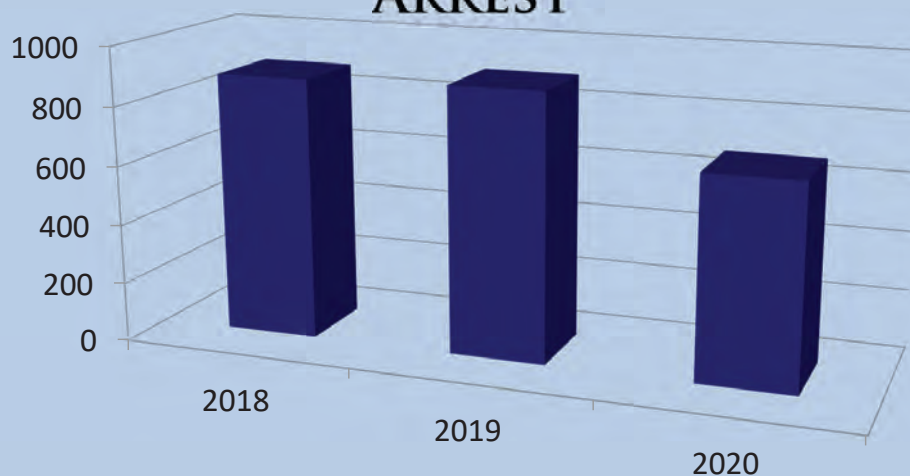
23% DECREASE



SEVEN MAJOR OFFENSES (1/2018– 09/2020)



ARREST



	2018	2019	2020
■ Arrest	885	898	680

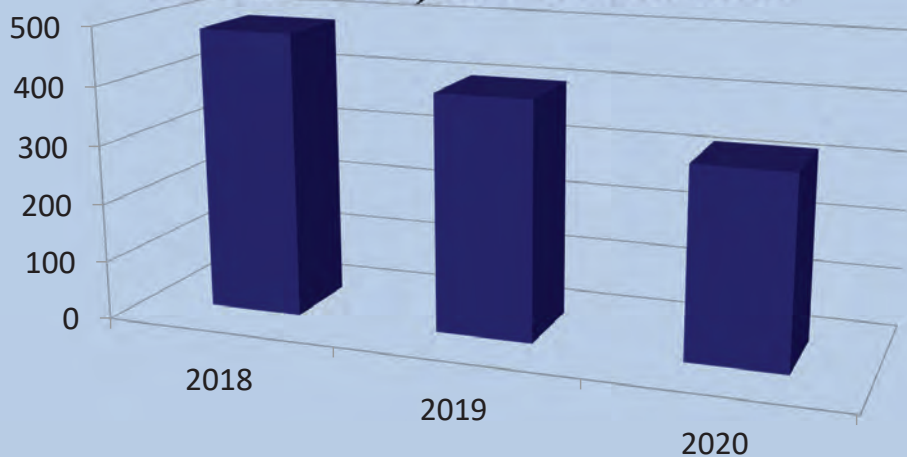
23% DECREASE



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



SEVEN MAJOR OFFENSES



	2018	2019	2020
Overall	485	404	322

34% DECREASE



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)



QUESTIONS?



SEVEN MAJOR OFFENSES (1/2018 – 09/2020)

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Matthew Baumgardner, Director of Public Works

Date: November 16, 2020

Subject: Discussion of the Use of Proposition 'A' Transit Funds during Fiscal Year 2020-2021

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation on potential locations for the installation of benches at bus stops;
- b. Discuss how each councilmember would like to allocate his or her \$2,500 portion of the Proposition 'A' transit funds during Fiscal Year (FY) 2020-2021; and
- c. Direct staff to transfer an amount, determined by City Council, from the Proposition 'A' transit funds account for contracted bus transportation (007-440-0443-4260) to the account for installation of benches near bus stops (007-313-0866-4600), if appropriate.

BACKGROUND:

1. On June 1, 2020, the City Council held Budget Study Session No. 1 to receive an overview of the FY 2020-2021 Proposed Budget and review the operating budget for each department. During the Study Session, the City Council discussed several items to consider and bring back for further discussion at the next meeting, including the use of Proposition 'A' transit funds.
2. On June 15, 2020, the City Council reviewed the FY 2020-2021 Proposed Budget and continued their discussion of items first addressed at the June 1, 2020 meeting. Following this discussion, the City Council adopted the FY 2020-2021 Proposed Budget, which included a motion that allows Councilmembers to allocate their Proposition 'A' transit funds for bus transportation or sidewalk repairs.
3. On August 17, 2020, a presentation was made to the City Council on sidewalk repair efforts in the City since 2016 and the eligible uses for Proposition 'A' transit funds.

Discussion of the use of Proposition 'A' Transit Funds during Fiscal Year 2020-2021

Page 2 of 3

ANALYSIS:

Proposition 'A' Transit Funds.

Proposition 'A' is a ½-cent County sales tax measure approved in 1980, 25 percent of which is returned to local jurisdictions for developing or improving public transit, paratransit, or transit-related infrastructure. Each Councilmember is allocated \$2,500 from these funds annually for transit assistance. Historically, these funds have been used for providing bus transportation for students, seniors, and other members of the community to special events or field trips.

During the FY 2020-2021 proposed budget discussions at the City Council meetings in June 2020, it was discussed whether these funds could be used alternatively this year for sidewalk improvements. Based on staff discussion with MTA representatives, these type of improvements are only allowed within 25 feet of bus stops. An examination of the condition of sidewalks within the vicinity of bus stops found that there were not any good candidates for repairs. However, other types of improvements, including the installation of benches at bus stops, are covered through Proposition 'A' transit funds. The City Council directed staff to review bus stop locations in need of benches and present these findings at a future meeting. Staff findings are presented below:

Sign-only Bus Stops.

There are currently 75 bus and trolley stops in the City. Ten of these stops have a sign only and require passengers to stand while waiting for the bus or trolley to arrive.

	Location	Area	Limitations
1	Glenoaks/Griswold (NE corner)	Commercial	None
2	Glenoaks/Brand (NE corner)	Residential	None
3	Glenoaks/Brand (SE corner)	Residential	Narrow Sidewalk, not possible
4	Glenoaks/Orange Grove (NE corner)	Residential	None
5	Glenoaks/Orange Grove (SW corner)	Residential	None
6	7 th /Orange Grove (NE corner)	Residential	Grass, Parkway, not possible
7	7 th /Harding (NE corner)	Residential	Grass, Parkway, not possible
8	Truman/Workman (SW corner)	Commercial	Narrow, but possible
9	SF Mission/Mott (NW corner)	Commercial	Grass, Parkway, not possible
10	SF Mission/Mott (SE corner)	School	None, 2 benches could be installed

Based on recent projects where bus stop infrastructure was installed, it is estimated that \$2,500 would provide enough funding to install two benches. This estimate includes labor and materials for installation of the benches. Reviewing the table above, a total of seven benches could be installed at six locations (highlighted in bold text) for an estimated cost of \$8,750. This includes adding an additional bench at the southeast corner of San Fernando Mission Boulevard and Mott Street. This is a high-use bus stop due to its proximity to San Fernando Elementary School.

Discussion of the use of Proposition 'A' Transit Funds during Fiscal Year 2020-2021Page 3 of 3

BUDGET IMPACT:

A total of \$12,500 in Proposition 'A' transit funds is appropriated in the FY 2020-2021 budget for Councilmembers to use for transit-related services or infrastructure – each Councilmember is allotted \$2,500. No additional funds will be appropriated, but each Councilmember may direct that a portion of the funds be reallocated for installation of benches at bus stops.

CONCLUSION:

Staff recommends that the City Council receive and file the presentation on sign-only bus stops, discuss the use of Proposition 'A' transit funds for FY 2020-2021, and direct staff on an amount, if any, to be reallocated for installation of benches at bus stops.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: November 16, 2020

Subject: Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private Property

RECOMMENDATION:

It is recommended that the City Council:

- a. Introduce for first reading, in title only, and waive further reading of, Ordinance No. 1700 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 22 (Businesses) of the San Fernando Municipal Code by the addition of a new Article IX (Art Murals on Private Property);"
- b. Adopt Resolution No. 8042 (Attachment "B") establishing a Mural Permit Application Fee (Attachment "B" Exhibit "1"); and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. The San Fernando Municipal Code is silent with regards to the approval process for the review and approval of art murals on private property. Murals are currently treated as "painted signs," which are prohibited.
2. On February 5, 2018, staff presented a proposed ordinance regulating the review and approval of art murals on private property. The item was discussed but no final action was taken and City Council created a Mural Ad Hoc Committee (Fajardo, Soto) to work with staff to review a potential mural program.
3. On February 18, 2020, the City Council established a new Mural Ad Hoc (Gonzales, Mendoza) to review information and develop policy recommendations related to establishing a mural program.

Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private PropertyPage 2 of 4

4. On August 17, 2020, Councilmember Mendoza presented a proclamation celebrating the 100-year anniversary of women's right to vote and members of the 100-Year Anniversary of Women's Right to Vote Ad Hoc (Ballin, Mendoza) requested staff to explore painting a mural on public property to commemorate the 100-year anniversary. During that meeting, the Mural Ad Hoc was reconstituted to include Mayor Fajardo and Councilmember Mendoza.
5. On September 8, 2020, the City Council discussed recommendations from the Mural Ad Hoc related to a mural to commemorate the 100-year anniversary of women's right to vote and directed staff to move forward with developing a process to paint said mural on a publicly owned building. During that meeting, the City Council approved new Ad Hoc assignments, including a new Mural Ad Hoc Committee (Ballin, Gonzales). In addition to working with staff to review an ordinance to allow murals on private property, the scope of the Ad Hoc was expanded to include discussion of a policy/program to allow and approve murals on publicly owned property.
6. On September 21, 2020, the City Council discussed the Mural Ad Hoc recommendations to develop a temporary mural pilot program in the publicly owned right-of-way and directed staff work with Mr. Lalo Garcia to present a concept for a mural to be placed on the fence line at Parking Lot 6N.
7. On October 5, 2020, pursuant to the Mural Ad Hoc Committee's review and recommendation, the City Council approved a pilot temporary mural installation focused on keeping the "Children in Cages" policy at the forefront on the national policy discussion through art. This pilot temporary mural installation will be completed by artist Lalo Garcia and installed on a wall at the City-owned Parking Lot 6N within the next month. During this pilot program, staff will develop a policy and related procedures for an on-going temporary mural installation program.
8. On October 29, 2020, the Mural Ad Hoc met to finalize recommendations for a proposed ordinance to allow murals on private property.

ANALYSIS:

A mural is a painting or work of art executed directly on a wall. Over the course of time, murals have covered the interiors and exteriors of many public buildings, palaces, temples, tombs, museums, libraries, churches and other publicly viewable spaces to represent the artist's and community's sense culture, society, and important milestones. Public art, including murals, has the potential to enhance the quality of life for individuals living in, working in, and visiting San Fernando by enhancing the physical beauty of the community; encouraging the development and appreciation of art; and enhancing the quality of development projects and the image of the community.

Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private Property

Page 3 of 4

The purpose of the proposed ordinance is to permit and encourage art murals on private commercial property on a content-neutral basis under certain terms and conditions. Murals embrace a unique medium of expression that serves the public interest. Murals have purposes distinct from commercial signs and confer different benefits. Such purposes and benefits include, but are not limited to:

- Improved aesthetics.
- Avenues for original artistic expression.
- Public access to original works of art.
- Opportunity for community participation in the creation of original works of art.
- Community-building through the presence of an identification with original works of art.
- Education about the history of the City depicted in original works of art.
- Reduction in the incidence of vandalism.

Murals can increase community identity and foster a sense of place if they are located in a manner visible to pedestrians, are retained for substantial periods of time, and include a public process for review and discussion.

Below some key provisions, including Ad Hoc Committee feedback and recommendations, contained within in the proposed ordinance:

- 1) Permitted Locations: Murals to be permitted in commercially zoned areas and residential alleyways. Not permitted in residentially zoned areas.
- 2) Application Process: Applications to be submitted to the Community Development Department for initial review of compatibility of the proposed mural with the City's Code and preparation of packet for the Parks, Wellness, and Recreation Commission (Commission).
- 3) Public Review: Applicants must post an 11"x17" color rendering of the proposed mural on the proposed site for no less than 10 calendar days prior to the scheduled public meeting at the which the proposed mural is to be considered by the Commission. The rendering shall also include a notice advising the public of the date, time and location of the public hearing and that interested members of the public are invited to attend the public hearing and offer verbal or written comment by or before the conclusion of the public hearing.
- 4) Commission Approval: Each mural permit application will be considered at a public meeting of the Commission for final review. The application packet may include a narrative description of the mural, the purpose/significance of the proposed mural, photographic, digital and/or audio files, sketches, renderings, schematics, or any other documentation supporting the application. The Commission's decision to issue or deny the mural permit shall be final, unless any aggrieved party submits a written request for appeal of the Commission's decision.

Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private PropertyPage 4 of 4

- 5) Appeal Process: A written appeal of the Commission's decision, which applicable appeal fee, must be submitted to the City Clerk's Office within seven (7) calendar days of the decision. The written appeal shall state, in detail, the specific grounds for the appeal and include any and all documentary, photographic, digital and/or audio evidence, and any other supporting documentation the appellant deems relevant to the appeal. The City Council shall conduct a public hearing on any timely filed appeal within 60 calendar days of the date the notice of appeal is filed. The decision of the City Council on appeal shall be final.
- 6) Maintenance: The artist or landowner must enter into a maintenance agreement with the City for the period specified in the application to provide an assurance that the mural will be repaired in case of vandalism, weathered wall surface damage, or chipping paint. A mural may be removed prior to the expiration of the permit under the following circumstances:
- a. The property on which the mural is located is sold; or
 - b. The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or
 - c. The property undergoes a change of use authorized the Building and Safety Division, the Planning Division or the Planning and Preservation Commission.
- 7) Permit Fee: The proposed Mural Permit Fee is \$130 to recover a portion of the cost to process Mural Permits, including presenting to the Commission for review/approval. This fee is similar to the Encroachment Permit fee and is set to recover fifty-percent (50%) of the total cost to recognize the public benefit of public art. This fee may be waived or reduced by the Director of Community Development if there is a demonstrated educational component, pursuant to a written curriculum submitted by the applicant, that engages youth.

BUDGET IMPACT:

Approval of the proposed ordinance will have minimal fiscal impact. There will be an impact on staff time to review a mural application and present the application to the Parks, Wellness and Recreation Commission. Therefore, staff recommends an initial application fee of \$130 to process mural applications. This fee represents approximately 50% of the total cost to process a Mural Permit Application, which recognizes the public benefit of public art.

CONCLUSION:

It is recommended that the City Council adopt the proposed ordinance and related resolution to establish a procedure and permit fee for the review and approval of murals on private property.

ATTACHMENTS:

- A. Ordinance No. 1700
- B. Resolution No. 8042 with Exhibit "1"

ATTACHMENT “A”

ORDINANCE NO. 1700

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE IX (ART MURALS ON PRIVATE PROPERTY)

WHEREAS, public art enhances the quality of life for individuals living in, working in, and visiting San Fernando by enhancing the physical beauty of the community; encouraging the development and appreciation of art; and enhancing the quality of development projects and the image of the community; and

WHEREAS, this Ordinance, will encourage pride in the community, build vibrant and distinctive spaces through placemaking, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art that reflects diverse styles that will acknowledge the past, usher in the future and create programs and activities that will further these goals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 22 (Businesses) of the San Fernando Municipal Code is hereby amended by the addition of a new Article IX entitled “Art Murals on Private Property” which shall state the following:

<i>Article IX.</i>	<i>Art Murals on Private Property</i>
<i>Section 22-500.</i>	<i>Purpose.</i>
<i>Section 22-501.</i>	<i>Definitions.</i>
<i>Section 22-502.</i>	<i>Permit Required.</i>
<i>Section 22-503.</i>	<i>Application Procedure.</i>
<i>Section 22-504.</i>	<i>Permit Revocation, Expiration.</i>
<i>Section 22-505.</i>	<i>Mural Requirements.</i>
<i>Section 22-506.</i>	<i>Fees and Policies.</i>
<i>Section 22-507</i>	<i>Violation; Penalty.</i>

<i>Section 22-500.</i>	<i>Purpose.</i>
------------------------	-----------------

The purpose of this Article is to permit and encourage the display of art murals on publicly visible and/or accessible areas on private property on a content-neutral basis under certain terms and conditions. Murals comprise a unique medium of expression that serves the public interest. Murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include improved aesthetics; avenues for original artistic

ORD. NO. 1700

expression; public access to original works of art, community participation in the creation of original works of art, community-building through the presence of an identification with original works of art, education about the history of the City depicted in original works of art, and a reduction in the incidence of vandalism. Murals can increase community identity and foster a sense of place if they are located in a manner visible to pedestrians, are retained for substantial periods of time, and include a neighborhood process for discussion.

Section 22-501. Definitions.

For purposes of this Article:

“Alteration” means any change to a permitted mural, including but not limited to any change to the image(s), materials, colors, or size of the permitted mural. “Alteration” does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time. Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute “alteration.” Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.

“Applicant” means an applicant for a mural permit application under this Article.

“City Council” means the City Council of the City of San Fernando.

“Commission” means the Parks, Wellness and Recreation Commission established under Article II (Parks, Wellness and Recreation Commission) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code.

“Permittee” means an applicant who has received a mural permit pursuant to the process outlined in this Article.

“Mural” means an original work of visual art produced by hand that is tiled, painted directly upon, or affixed directly to an exterior wall of a structure.

Section 22-502. Permit Required.

Murals shall only be permitted on commercial, non-residential property and residential fencing directly adjacent to a city-designated alleyway. It is unlawful for any person, firm, corporation, or other entity to authorize, erect, construct, maintain, move, alter, change, place, suspend, or attach any mural within the City without first (i) obtaining final approval from the Commission, or the City Council on appeal and (ii) satisfying all of the requirements set forth in this Article. This Article shall not apply to murals located on property owned by any public agency, including the City of San Fernando.

ORD. NO. 1700

Section 22-503. Application Procedure.

- A. *Mural must be located on commercial, non-residential property or residential fencing directly adjacent to a city-designated alleyway.*
- B. *Any person, firm, corporation, or other entity desiring to place a mural on any property shall first submit an application to the Community Development Department. A mural permit application shall include the following information:*
 - 1. *Name and address of the creator of the mural.*
 - 2. *Name and address of the owner, operator, or person in possession of the premises where the mural is proposed to be located.*
 - 3. *A detailed drawing or sketch of the proposed mural that is scale and in color.*
- C. *A mural permit application shall be submitted with all required fees as established by resolution of the City Council.*
- D. *The Community Development Department shall submit each completed application to the Commission for review as to the compatibility of the proposed mural in the location and on the specific structure the mural is proposed, and all other applicable requirements of Chapter 106 (Zoning) of the San Fernando Municipal Code.*
- E. *Prior to any action by the Commission, the Applicant shall post an 11"x17" color rendering of the proposed mural on site for no less than 10 calendar days prior to the scheduled public meeting at the which the proposed mural is to be considered by the commission. It shall be the applicant's responsibility to post the rendering and ensure that said rendering is posted for the entire 10-day period prior to the meeting. The rendering shall also include a notice advising the public of the date, time and location of the public hearing and that interested members of the public are invited to attend the public hearing and offer verbal or written comment by or before the conclusion of the public hearing. No mural shall be permitted until the Applicant has certified that notification has been completed.*
- F. *Each mural permit application will be considered at a public meeting of the Commission for final review. The application packet may include a narrative description of the mural, the purpose/significance of the proposed mural, photographic, digital and/or audio files, sketches, renderings, schematics, or any other documentation supporting the application. The Commission's decision to issue or deny the mural permit shall be final, unless any aggrieved party submits a written request for appeal of the Commission's decision (along with any applicable appeal fees established by City Council resolution) to the City Council pursuant to Section 22-503(F), care of the Office of the City Clerk, during City's regular business hours, within 7 calendar days from the date of the Commission's decision.*
- G. *The written appeal shall state in detail the specific grounds for the appeal; shall include any and all documentary, photographic, digital and/or audio evidence, and*

ORD. NO. 1700

any other supporting documentation the appellant deems relevant to the appeal; and shall identify any and all Municipal Code provisions or other legal authorities, if any, that support appellant's request that the Commission's decision be overturned or otherwise modified. The City Council shall be under no obligation to consider grounds for an appeal that are not expressly stated in the appellant's appeal application nor shall the City Council be under any obligation to consider evidence that was not timely submitted along with the appeal application. A submitted appeal application may not be amended, supplemented or otherwise modified following the deadline for submitting appeals.

- i. The appellant, at its sole cost and expense, shall submit two copies of all appeal documentation and evidence filed with the City Clerk as part of the appeal so that a copy set may be provided to the permit applicant for review prior to the appeal hearing. A copy of such appeal materials shall be delivered to the permit applicant not less than 15 calendar days prior to the date of the appeal hearing and the permit applicant may submit a written rebuttal along with any documentary, photographic, digital and/or audio evidence the permit applicant deems relevant to oppose the appeal, provided that such rebuttal materials are filed with the City Clerk, during the City's regular business hours, no less than 7 calendar days prior to the scheduled date of the appeal hearing.*
 - ii. The permit applicant, at its sole cost and expense, shall submit two copies of all rebuttal documentation and evidence filed with the City Clerk and the City Clerk shall, in turn, forward such materials to the appellant for review not less than 3 calendar days prior to the scheduled date of the appeal hearing.*
- H. The City Council shall conduct a public hearing on any timely filed appeal within 60 calendar days of the date the notice of appeal is filed. The decision of the City Council on appeal shall be final. The Commission's issuance of a permit shall not take effect until the end of the 7-day appeal period and in the event a timely appeal is filed, the permit shall not take effect unless and until the City Council upholds the Commission's decision to issue the permit.*
- I. A permit issued under this Article is granted for the specific design and one-time production of the mural as presented in the application. Any alterations must be submitted to the Community Development Director for review and may require additional public hearing and approval by the Commission for the same procedures and noticing requirements as would otherwise apply for a permit application for a new mural.*

Section 22-504. Permit Revocation, Expiration.

- A. A mural permit is revocable by the Community Development Director if it is determined at any time that the mural conflicts with the information provided in the application or with any one of the requirements listed in Section 22-505 (Mural*

ORD. NO. 1700

Requirements), below.

- B. Any person issued a permit shall agree to work diligently to construct, install and complete any mural for which a permit has been granted. In recognition of the forgoing, a permit issued pursuant to the Article shall automatically expire upon the occurrence of either of the following: (i) the mural has not been completed within 2 years from the date the permit was issued; or (ii) the permittee has not commenced the construction and/or installation of the mural within 1 year from the date the permit was issued. If a permit expires pursuant to romanette (i) in the preceding sentence, the permit holder, at the permit holders sole cost and expense, shall be required to restore the subject property to its original condition, notwithstanding any partial work that may have been constructed or installed.*
- C. Upon completion of the mural, the permittee shall promptly notify the Community Development Director in writing so that a final inspection may be conducted and a release of the permit may be issued. In no event shall the permittee delay more than 7 calendar days in notifying the Community Development Director that the mural is completed and ready for final inspection and possible release. Notwithstanding the City's final inspection, the permit shall not be released nor the mural deemed complete for purposes of Section 22-504(B) until such time as the permittee has recorded the covenant referenced under Section 22-505(G), below.*

Section 22-505. Mural Requirements.

Murals that meet all of the following requirements will be allowed upon satisfaction of the applicable permit procedures:

- A. A new mural shall remain in place, without alteration, for a minimum period to be determined by the applicant, but not less than one-year. The artist or landowner must enter into a maintenance agreement with the City for the period specified in the application to provide an assurance that the mural will be repaired in case of vandalism, weathered wall surface damage, or chipping paint. A mural may be removed prior to the expiration of the permit under the following circumstances:*
 - 1. The property on which the mural is located is sold; or*
 - 2. The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or*
 - 3. The property undergoes a change of use authorized the Building and Safety Division, the Planning Division or the Planning and Preservation Commission.*
- B. The mural shall not cause a pedestrian or vehicular safety hazard, including hazards in the form of impediments to the ingress and egress or pedestrians or vehicles or in the form of a distraction to motorists.*
- C. A mural shall not be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents in such a way that blocks or*

ORD. NO. 1700

restricts access to the opening.

- D. No part of the mural shall exceed the height of the structure to which it is tiled, painted, or affixed.*
- E. No part of the mural shall extend more than six (6) inches from the plane of the wall upon which it is tiled, painted, or affixed.*
- F. No mural shall be arranged and illuminated in a manner that will produce light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.*
- G. The owner of the property on which a mural is installed shall execute and deliver to the City Clerk a covenant for recordation in a form approved by the City Attorney. The covenant shall provide that the mural will be installed and maintained at all times in full compliance with this Article. Except as otherwise provided under this Article, the covenant shall remain in force for as long as the mural exists. The written covenant must be submitted to the City for review prior to the permittee commencement of any work to construct or install the mural. City shall be under no obligation to release the permit as contemplated under Section 22-504(C), above, until the City-approved covenant is recorded. The failure of the covenant to be timely recorded shall render the mural construction and installation incomplete and render the mural permit susceptible to expiration at contemplated under Section 22-505(B), above, notwithstanding the outcome of the City's final inspection.*
- H. Upon change of ownership of the property on which a mural is installed, the new owner may, at the owner's election and without the need for permission from the City, terminate the covenant and remove the mural, subject to the provisions of this Article.*
- I. Mural proposals set forth in any application for a new mural or any application to modify the appearance of an existing mural or any other terms of an existing mural permit shall also comply with any and all written policies or guidelines adopted by the City Council resolution which are operative at the time a completed application is submitted, including the payment of all required fees.*

Section 22-506. Fees and Policies.

- A. The City Council may establish and from time to time amend a schedule of fees and charges for the recovery of costs associated with the City's review and study of permit applications and the maintenance of any regulatory program associated with the enforcement of this Article. Until such time as the City Council approves a resolution establishing a schedule setting the amount of any fee(s) contemplated under this Article, the fee amount for any application or approval referenced under this Article shall be deemed to be zero dollars.*

ORD. NO. 1700

- B. By resolution, the City Council may establish, and from time to time amend, written policies and guidelines governing the design, construction, installation, maintenance and operation of murals subject to this Article.*
- C. The fee may be waived or reduced by the Director of Community Development if there is a demonstrated educational component, pursuant to a written curriculum submitted by the applicant, that engages youth.*

Section 22-507. Violation; penalty.

- A. It is unlawful to violate any provision of this Article. This applies to any Applicant, any Permittee, the proprietor of a use or development on which a permitted mural is located, or to the owner of the land on which the permitted mural is located. For the ease of reference in this Section, all of these persons are referred to by the term "Operator."*
- B. The Community Preservation Division must give written notice of any violation to the Operator. Failure of the operator to receive the notice of the violation does not invalidate any enforcement actions taken by the City.*
- C. Any violation of this Article is considered a public nuisance.*
- D. The Community Preservation Division shall have the authority to enforce the regulations of this Article.*

SECTION 2. Subsection (1) of Section 2-433 (Duties and powers) of Division 2 (Cultural Arts Commission) of Article V (Boards, Commissions, Committees, Agencies and Authorities) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended by the addition of the following sentence:

The foregoing powers and duties do not include the power to review, approve or reject permits for murals on private property as contemplated under Article IX (Art Murals on Private Property) of Chapter 22 (Businesses) of the San Fernando Municipal Code.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

ORD. NO. 1700

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 6. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this ____ day of _____, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

ORD. NO. 1700

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1700 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the ____ day of _____, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 8042****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING A MURAL PERMIT APPLICATION FEE**

WHEREAS, the City Council desires to establish fees for processing applications for murals on private property within the City limits;

WHEREAS, pursuant to the State Constitution, San Fernando City Code, and other applicable federal, state and local laws, the City is able to charge fees for services which to not exceed the City’s cost to provide those services;

WHEREAS, on file in the applicable department is the report justifying the fees set forth in this resolution;

WHEREAS, as on or about November 9, 2020, data indicating the amount of cost or estimated cost required to provide the services for which the film permit application fee is imposed was made available for inspection by interested members of the public at the Finance Department in City Hall; and

WHEREAS, after giving an opportunity for the public to be heard and considering all information before it, the City Council approved the establishment of a mural permit application fee attached hereto as Exhibit “1.”

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

Section 1. The representations set forth in the Recitals, above, are true and correct.

Section 2. The City Council hereby establishes the mural permit application fee provided in Exhibit “1”, attached hereto.

PASSED, APPROVED, AND ADOPTED this 16th day of November 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8042

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8042 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of November, 2020, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____, 2020.

Julia Fritz, City Clerk



RES. NO. 8042

EXHIBIT 1

Mural Application Fee

The following fee is established to review applications to place a mural on private property ("Mural") and present applications to the Parks, Wellness and Recreation Commission. Fees will be due and payable at the time the Mural application is submitted. The City will not begin the process to review the application until such time that the fees are paid. The application fees are set to recover the cost to review and process the application. As such, fees will not be refunded if the applicant does not ultimately obtain a permit.

	<u>Fee</u>
Mural Permit Application Fee (due upon application submittal)	\$130

*Application fee may be waived or reduced by the Director of Community Development if there is a demonstrated educational component, pursuant to a written curriculum submitted by the applicant, that engages youth.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Richard Padilla, Assistant City Attorney

Date: November 16, 2020

Subject: Discussion of Potential Options for a Whistleblower Protection Policy

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation from staff regarding potential options for a City whistleblower protection policy; and
- b. Provide staff with direction, as appropriate.

BACKGROUND:

1. On July 6, 2020, Mayor Fajardo requested an agenda item to review the City's whistleblower and alleged employee misconduct procedures to the City Council for discussion. Due to time constraints, the item was not discussed by City Council and was deferred to a future meeting.
2. On September 21, 2020, the item was placed back on the agenda and discussed. The City Council directed City Attorney staff to research options for a City whistleblower policy related to alleged misconduct and/or unlawful conduct.
3. On November 2, 2020, City Council briefly discussed the item and requested additional information related to third party reporting service; particularly related to cost and services provided.

Staff Update: Per City Council's direction, City Attorney staff is researching cost and scope of service information related to third party services that some cities utilize to receive whistleblower reports and will provide that information at the City Council meeting.

ANALYSIS:

California law provides both private and public employees with broad protections for whistleblower activities to encourage employees to report unlawful conduct by their employers.

Discussion of Potential Options for a Whistleblower Protection PolicyPage 2 of 5

Under Labor Code section 1102.5, a whistleblower is any employee who:

- a. Reports or discloses information about any violation of a federal or state statute or regulation, or any violation or non-compliance with a local rule or regulation, if the employee reasonably believes that violation or non-compliance has occurred; or
- b. Refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.

Labor Code section 1102.5 protects employees who report¹ the violation or noncompliance to any of the following:

- a. An individual with authority over the employee;
- b. An employee that is authorized to investigate, discover or correct the violation or non-compliance; or
- c. A public body that conducts an investigation, hearing or inquiry.

Employers may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from whistleblowing. Employers are also prohibited from retaliating against an employee who is a whistleblower (Labor Code § 1102.5). Retaliation includes the termination, demotion, suspension, or other similar adverse employment action.

Under California Labor Code section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

Labor Code section 1102.5 is California's general employee whistleblower protection law, but state and federal laws provide whistleblower other, more specific, protections for whistleblowers. These additional whistleblower protection laws include, but are not limited, to the following:

- a. *Labor Code section 98.6* – prohibits retaliation against employees who report Labor Code violations to the California Labor Commissioner;
- b. *Labor Code section 6310* – prohibits retaliation against employees who report violations of occupational health and safety rules to the California Division of Occupational Safety and Health (Cal/OSHA);

¹ Under Section 1102.5, it is irrelevant whether disclosing or reporting the violation, misconduct or information is part of the employee's job duties.

Discussion of Potential Options for a Whistleblower Protection PolicyPage 3 of 5

- c. *The False Claims Act* – prohibits retaliation against employees who sue their employer, on behalf of the state government, for fraud or embezzlement with respect to government funds. (Gov. Code, §§ 12652 -12653.);
- d. *The Fair Employment and Housing Act (FEHA)* – prohibits employers from retaliating against employees who oppose or report FEHA violations, i.e., workplace harassment or discrimination. (Gov. Code, § 12940(h.); and
- e. *Federal Equal Opportunity Employment Laws (EEO)* – prohibits employers from retaliating against employees who oppose or report violations of EEO laws (Title VII, the ADEA, the EPA, the ADA, the Rehabilitation Act, or GINA).²

While state and federal law provide protections for employees who engage in whistleblowing activities from retaliation by their employers, some local agencies have adopted their own whistleblower protection policies to further encourage employees to report good faith information about illegal governmental activities without fear of retaliation. Such policies supplement or expand upon existing state and federal whistleblower protection laws and are intended to promote and demonstrate a local agency's commitment to maintaining legal and ethical standards and conducting business in a transparent manner.

A review of whistleblower protection policies adopted by cities and other local agencies³ found that such policies typically define what constitutes improper government activities broadly to include any alleged violation of local agency policy, state or federal law, and misuse or abuse of local agency property or resources. In addition, many of these policies provide specific examples of what is considered improper government activity. Local agency whistleblower protection policies also generally include express provisions prohibiting any type retaliatory action against employees who, in good faith, report allegations of improper governmental activities, or who participate in an investigation of such allegations, and provide a process for employees to report potential retaliation claims.

Most local agency whistleblower protection policies establish specific procedures for reporting allegations of improper government activities, or retaliation for engaging in whistleblowing activities, and for the subsequent investigation of such allegations.⁴ While local agency whistleblower protection policies differ, almost all include a number of different options for how

² Reporting and investigation of violations and allegations of retaliation for reporting or opposing unlawful activities under FEHA or EEO laws are typically addressed through separate policies administered by a local agency's human resources department.

³ The local agency whistleblower policies or practices reviewed included those of the Cities of Pasadena, Beverly Hills, Culver City, Los Angeles, Sacramento, Rocklin, Berkeley, and San Francisco. The whistleblower protection policies of Los Angeles Unified School District, Metropolitan Transit Authority of Los Angeles, Metropolitan Water District of Southern California. Additionally, the City Attorney's Office consulted with counsel from the Metropolitan Water District of Southern California's ethics commission.

⁴ Most local agency whistleblower policies also provide ways members of the public can report allegations of improper government activity.

Discussion of Potential Options for a Whistleblower Protection Policy

Page 4 of 5

employees can report improper government activities, to ensure employees have options for how and to whom they report improper governmental activities. For example, some local agencies instruct employees to file whistleblower complaints with high level government officials, such as the city manager, deputy city manager, the city attorney, director of human resources or other department director. Many local agency whistleblower policies, however, also allow employees to make reports anonymously and allow whistleblowers to elect to have their identity kept confidential to the extent possible.

While more typical with larger local agencies, some local agencies have established an independent ethics office or office of the inspector general, or designated an ethics officer who is responsible for handling whistleblower complaints from intake through investigation. Other local agencies have created specific whistleblower complaint forms that can be submitted via mail, or to a designated email account. Some local agencies have also set-up whistleblower hotlines and/or voicemail accounts where employees can leave recorded complaints. In some instances, local agencies have also allowed employees to report suspected improper governmental activity through a third party platform.⁵

Like reporting procedures, the process for investigating whistleblower complaints, including allegations of retaliation for whistleblowing activities, varies among local agencies. For most local agencies that do not have a dedicated ethics officer or department, Whistleblower complaints are investigated by a high-ranking agency official, such as a city manager or city auditor, or referred to the appropriate department.

If the City decides to develop and adopt a whistleblower protection policy, the City will need to consider the following key components:

- The methods by which employees and members of the public can report good faith allegations of improper governmental activity or retaliation against whistleblowers.
- Who will be responsible for intake and review of whistleblower complaints.
- Who will be responsible for investigating whistleblower complaints and procedures for investigation of complaints.

Should the City adopt a whistleblower protection policy, the ultimate goals and purpose of the policy should be the following: (1) to create an environment where employees feel comfortable coming forward when they have a good faith reasonable belief that improper governmental activities have occurred; (2) to ensure employees who report such allegations, or who participate in the investigation of such allegations, are protected from retaliation; and (3) to reinforce the expected values and behaviors of City officials and employees as custodians of public resources.

⁵ See e.g., City of Santa Monica Reporting Platform, through third-party MYECCHO, or Beverly Hills Reporting Platform, through third-party Galvanize (HighBond Platform).

Discussion of Potential Options for a Whistleblower Protection PolicyPage 5 of 5

BUDGET IMPACT:

The fiscal impact of adopting a formal whistleblower policy will depend upon what reporting options or mechanisms the City decides to implement. If the City does not hire a designated ethics officer, or does not set-up third-party reporting platforms, the budgetary impact of adopting and implementing a whistleblower policy will likely be minimal. Should the City establish reporting options that require the hiring of additional staff or contracting with a third-party vendor, additional research will be necessary to determine the budgetary impact.

CONCLUSION:

Staff recommends that the City Council consider the information presented on the potential adoption of a whistleblower protection policy and provide direction, as appropriate.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and City Councilmembers

From: Mayor Joel Fajardo

Date: November 16, 2020

Subject: Update on Ballot Measure SF Increasing the City's Existing General Purpose Half-Cent Transactions and Use Tax

RECOMMENDATION:

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

BACKGROUND/ANALYSIS:

On August 3, 2020, the City Council approved Resolution No. 8021 authorizing Ballot Measure SF to be considered with the City's November 3, 2020 General Municipal Election. Measure SF will increase the City's existing half-cent transactions and use tax by an additional quarter-percent (1/4%) for a total local transactions and use tax of three-quarter percent (3/4%).

On August 17, 2020, an "Argument For" Measure SF was submitted to the County Registrar/Recorder and signed by Mayor Fajardo, Councilmember Ballin, Councilmember Gonzales, and Councilmember Mendoza (Attachment "A").

Titled the "Keep Sales Tax Revenues Local" Measure, voters were asked to consider the following question:

Keep Sales Tax Revenues Local To ensure that the maximum amount of sales tax revenues generated in San Fernando remain in San Fernando, and to increase funding for street and sidewalk improvements; public infrastructure; local business reinvestment; public Wi-Fi; long-term debt reduction; wages and other general municipal purposes, shall the existing transactions and use tax rate be increased from the current rate of 1/2% to a new rate of 3/4% to raise approximately \$1,100,000 annually?	YES
	NO

According to the Los Angeles County Registrar Recorder's update on www.lavote.net at 4:01 p.m. on Tuesday, November 10, 2020, Measure received 4,488 "Yes" votes and 3,470 "No" votes.

Update on Ballot Measure SF Increasing the City's Existing General Purpose Half-Cent Transactions and Use TaxPage 2 of 2

BUDGET IMPACT:

The additional quarter percent (1/4%) local Sales Tax is projected to generate an estimated \$1.1 million per year that will, among other things, be available to pre-fund retiree healthcare costs, reduce long-term liability, enhance City services, create business investment programs, bolster economic development efforts, and fund infrastructure improvements such as additional street/sidewalk reconstruction and/or citywide Wi-Fi.

The Tax will go into effect in April 2021 and the City will start receiving the additional funding in September 2021.

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

ATTACHMENT

A. Ballot Argument for Measure SF

ARGUMENT IN FAVOR OF MEASURE SF

Keep Our Sales Tax Dollars in San Fernando

Vote YES on Measure SF to keep our sales tax dollars in San Fernando, and stop the County and State from spending our dollars in other cities. YES on Measure SF is a vote to reinvest an additional \$1 million per year in San Fernando and will allow us to:

- Repave more residential streets and sidewalks;
- Improve park equipment and recreation programs;
- Beautify the City by creating public art, murals and planting more trees;
- Better respond and recover from disasters such as COVID19 and earthquakes;
- Implement energy efficient upgrades to City facilities to save taxpayer money;
- Create free public Wi-Fi;
- Reduce long-term debt;
- Assist with local business improvements, job creation and economic develop;
- Maintain San Fernando Police Department and Public Works projects.

Increasing the sales tax rate from 10.00% to 10.25% (excluding utilities, groceries, gas, and prescription medicine) only adds \$0.25 to a \$100.00 purchase and ensures that all customers who shop in San Fernando – not just residents – contribute to the City's cleanliness, public safety and street improvements.

More than ever, the City needs to protect every tax dollar and ensure it is used responsibly. We cannot count on Federal and State governments to provide the necessary funding during local emergency response and recovery. We need to have a strong "rainy day" fund to assist our residents and businesses during emergencies such as COVID19, earthquakes and wildfires.

Thirty-four other cities, including the nearby cities of Burbank and Glendale, have taken action to stop their tax dollars from going to the County and State. YES on Measure SF gives San Fernando voters the choice to do the same and decide for ourselves how our tax dollars are spent. Vote YES on Measure SF to **keep our sales tax dollars in San Fernando**.

JOEL FAJARDO
Mayor

ROBERT C. GONZALES
City Councilmember

SYLVIA BALLIN
City Councilmember

MARY MENDOZA
City Councilmember

NO ARGUMENT AGAINST THIS MEASURE WAS SUBMITTED

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and City Councilmembers

From: Mayor Joel Fajardo

Date: November 16, 2020

Subject: Update Regarding the Issuance of Pension Obligation Bonds and Filing of the Judicial Validation Proceedings

RECOMMENDATION:

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

BUDGET IMPACT:

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