

*Redevelopment Agency Board:*  
*Chair Steven Veres*  
*Vice-Chair Mario F. Hernández*  
*Member Ernesto Rubio Hernández*  
*Member Maribel De La Torre*  
*Member Brenda Esqueda*



## **SAN FERNANDO REDEVELOPMENT AGENCY**

### **AGENDA**

**NOVEMBER 16, 2009 - 6:00 P.M.**

**CITY COUNCIL CHAMBER  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340**

#### **CALL TO ORDER/ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **PUBLIC STATEMENTS**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the Agency Board.

#### **CONSENT CALENDAR**

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

- 1) **APPROVAL OF RESOLUTION NO. 1054 TO REIMBURSE THE CITY FOR REDEVELOPMENT EXPENSES**

Recommend approval of Resolution.

**SAN FERNANDO REDEVELOPMENT AGENCY****AGENDA – November 16, 2009****Page 2****NEW BUSINESS****2) APPROVAL OF CONTRACT WITH STRENNCORP FOR AGENCY EXECUTIVE DIRECTOR SERVICES AND ECONOMIC DEVELOPMENT AND CITY ADMINISTRATION CONSULTING SERVICES**

Recommend that the Agency Board:

- a. Approve the Professional Services Agreement with StrennCorp and authorize the Agency Chair to execute the Agreement; and
- b. Adopt a budget resolution for \$54,358 to amend the fiscal year 2009-10 Adopted Redevelopment Agency Budget.

**STAFF COMMUNICATION****ADJOURNMENT**

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

*Elena G. Chávez, Secretary*

*Signed and Posted: November 12, 2009 (5:30 p.m.)*

*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office.*

*Any public writings distributed by the Redevelopment Agency to at least a majority of the Redevelopment Agency regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at [www.sfcity.org](http://www.sfcity.org).*

*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

**RESOLUTION #1054**

A RESOLUTION TO REIMBURSE THE CITY OF SAN FERNANDO FOR EXPENSES MADE ON  
 BEHALF OF THE REDEVELOPMENT AGENCY  
 IN ACCORDANCE WITH APPROVED REIMBURSEMENT AGREEMENTS.

PAYEE	PURPOSE	FUND	AMOUNT	TOTAL
<b>PAYROLL:</b>				
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	80-105-0000-4101	\$19,564.75	
		80-105-0000-4105	\$23.90	
		80-105-0000-4120	\$401.14	
		80-105-0000-4124	\$1,180.50	
		80-105-0000-4130	\$387.49	
		80-105-0000-4390	\$170.00	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	80-155-0000-4101	\$5,050.13	
		80-155-0000-4105	\$85.81	
		80-155-0000-4120	\$338.48	
		80-155-0000-4124	\$1,250.42	
		80-155-0000-4130	\$417.27	
		80-155-0000-4390	\$97.62	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	80-155-0152-4101	\$2,772.24	
		80-155-0152-4105	\$0.00	
		80-155-0152-4120	\$212.13	
		80-155-0152-4124	\$864.46	
		80-155-0152-4130	\$199.90	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	80-105-0000-4101	14,541.08	
		80-105-0000-4120	256.69	
		80-105-0000-4124	582.75	
		80-105-0000-4130	271.88	
		80-105-0000-4390	30.00	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	82-155-0000-4101	\$5,049.18	
		82-155-0000-4105	\$85.81	
		82-155-0000-4120	\$338.42	
		82-155-0000-4124	\$1,250.12	
		82-155-0000-4130	\$417.25	
		82-155-0000-4390	\$97.62	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	82-155-0152-4101	\$2,770.89	
		82-155-0152-4105	\$0.00	
		82-155-0152-4120	\$212.03	
		82-155-0152-4124	\$864.16	
		82-155-0152-4130	\$199.81	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	83-105-0000-4101	\$1,286.34	
		83-105-0000-4120	\$57.09	
		83-105-0000-4124	\$328.05	
		83-105-0000-4130	\$55.89	
		83-105-0000-4390	\$120.00	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	86-155-0000-4101	\$2,359.66	
		86-155-0000-4120	\$134.97	
		86-155-0000-4124	\$736.81	
		86-155-0000-4130	\$123.07	
		86-155-0000-4390	\$84.42	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	89-155-0000-4101	\$848.82	
		89-155-0000-4120	\$49.32	
		89-155-0000-4124	\$265.17	
		89-155-0000-4130	\$43.20	
		89-155-0000-4390	\$30.46	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	92-105-0000-4101	\$18,709.26	
		92-105-0000-4120	\$438.57	
		92-105-0000-4124	\$1,214.82	
		92-105-0000-4130	\$449.62	
		92-105-0000-4390	\$220.00	

**RESOLUTION #1054**

A RESOLUTION TO REIMBURSE THE CITY OF SAN FERNANDO FOR EXPENSES MADE ON  
BEHALF OF THE REDEVELOPMENT AGENCY  
IN ACCORDANCE WITH APPROVED REIMBURSEMENT AGREEMENTS.

PAYEE	PURPOSE	FUND	AMOUNT	TOTAL
<b>PAYROLL:</b>				
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	92-155-0000-4101	\$848.73	
		92-155-0000-4120	\$49.30	
		92-155-0000-4124	\$265.11	
		92-155-0000-4130	\$43.20	
		92-155-0000-4390	\$30.46	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-105-0000-4101	\$26,249.09	
		94-105-0000-4105	\$17.08	
		94-105-0000-4120	\$406.46	
		94-105-0000-4124	\$1,297.79	
		94-105-0000-4130	\$417.55	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-105-0000-4390	\$160.00	
		94-155-0000-4101	\$9,402.69	
		94-155-0000-4103	\$0.00	
		94-155-0000-4105	\$71.47	
		94-155-0000-4120	\$654.33	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-155-0000-4124	\$2,183.90	
		94-155-0000-4130	\$705.43	
		94-155-0000-4390	\$135.00	
		94-155-0152-4101	\$10,404.62	
		94-155-0152-4103	\$1,817.67	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-155-0152-4105	\$317.76	
		94-155-0152-4120	\$1,702.39	
		94-155-0152-4124	\$2,510.87	
		94-155-0152-4130	\$627.71	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-155-8155-4105	\$3,829.94	
		94-155-8155-4120	\$178.55	
		94-155-8155-4130	\$483.46	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-191-0000-4101	\$12,548.92	
		94-191-0000-4105	\$75.76	
		94-191-0000-4120	\$868.50	
		94-191-0000-4124	\$3,246.59	
		94-191-0000-4130	\$760.84	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-191-0000-4390	\$205.00	
		94-191-0152-4103	\$1,213.29	
		94-191-0152-4120	\$92.82	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	94-191-0152-4130	\$152.96	
		95-105-0000-4101	\$13,651.27	
		95-105-0000-4105	\$27.32	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	95-105-0000-4120	\$457.50	
		95-105-0000-4124	\$1,198.47	
		95-105-0000-4130	\$420.45	
		95-105-0000-4390	\$220.00	
		95-155-0000-4101	\$3,902.24	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	95-155-0000-4105	\$57.22	
		95-155-0000-4120	\$256.85	
		95-155-0000-4124	\$1,000.26	
		95-155-0000-4130	\$304.01	
		95-155-0000-4390	\$84.42	
CITY OF SAN FERNANDO	REIMB. FOR PAYROLL 09/12/09-10/23/09	95-155-0152-4101	\$1,847.75	
		95-155-0152-4105	\$47.23	
		95-155-0152-4120	\$286.91	
		95-155-0152-4124	\$427.97	
		95-155-0152-4130	\$88.77	
<b>SUB-TOTAL</b>				<b>\$195,793.35</b>

**RESOLUTION #1054**

A RESOLUTION TO REIMBURSE THE CITY OF SAN FERNANDO FOR EXPENSES MADE ON  
BEHALF OF THE REDEVELOPMENT AGENCY  
IN ACCORDANCE WITH APPROVED REIMBURSEMENT AGREEMENTS.

PAYEE	PURPOSE	FUND	AMOUNT	TOTAL
<b>SPECIAL CHECKS:</b>				
		<i>SUB-TOTAL</i>		<i>\$0.00</i>
<b>WARRANT REGISTER:</b>				
SEIFEL CONSULTING INC.	SAN FERNANDO REDEVELOPMENT PLAN AMENDMENT	82-105-8161-4270	\$11,109.71	
SEIFEL CONSULTING INC.	SAN FERNANDO REDEVELOPMENT PLAN AMENDMENT	89-105-8161-4270	\$11,109.71	
DIEHL, EVANS & COMPANY, LLP	PROFESSIONAL AUDIT SERVICES	91-190-0000-4270	\$2,000.00	
HDL, COREN & CONE	CONTRACT SERVICE PROPERTY TAX	91-190-0000-4270	\$625.00	
RICHARDS, WATSON & GERSHON	LEGAL SERVICES	91-190-0000-4270	\$12,845.75	
		<i>SUB-TOTAL</i>		<i>\$37,690.17</i>
<b>FUND SUMMARY:</b>				
	80 CAPITAL PROJECTS		\$48,698.64	
	81 PROJECT 1 - TAX ALLOCATION		\$0.00	
	82 PROJECT 1 - PROJECT FUND		\$22,395.00	
	83 PROJECT 1A - DEBT SERVICE		\$1,847.37	
	85 PROJECT 2 - TAX ALLOCATION		\$0.00	
	86 PROJECT 2 - TAX ALLOCATION		\$3,438.93	
	88 PROJECT 3 - TAX ALLOCATION		\$0.00	
	89 PROJECT 3 - PROJECT		\$12,346.68	
	91 PROJECT 3A - TAX ALLOCATION		\$15,470.75	
	92 PROJECT 3A - PROJECT FUND		\$22,269.07	
	93 SFRA AREA 4-DEBT SERVICE		\$0.00	
	94 LOW INCOME HOUSING FUND		\$82,738.44	
	95 SFRA AREA 4-PROJECT FUND		\$24,278.64	
	<b>TOTAL</b>		<b>\$233,483.52</b>	

Approved by the Agency Board on: November 16, 2009

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
REDEVELOPMENT AGENCY CHAIR  
CITY OF SAN FERNANDO



**OFFICE OF THE CITY ATTORNEY****MEMORANDUM**

**TO:** Mayor Steven Veres and Council Members  
Chair Steven Veres and Board Members

**FROM:** Michael Estrada, City Attorney/Agency Counsel

**DATE:** November 16, 2009

**SUBJECT:** Approval of Contract with StrennCorp for Agency Executive Director Services and Economic Development and City Administration Consulting Services

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**RECOMMENDATION:**

It is recommended that:

- a. The Agency Board and City Council each approve the Professional Services Agreement with StrennCorp (Attachment "A");
- b. The Redevelopment Agency adopt a budget resolution for \$54,358 (Attachment "B") to amend the fiscal year 2009-10 Adopted Redevelopment Agency Budget; and
- c. The City Council adopt a budget resolution for \$15,483 (Attachment "C") to amend the fiscal year 2009-10 Adopted City Budget.

**DISCUSSION:**

On November 2, 2009, the Redevelopment Agency Board directed Agency Counsel to prepare a contract with StrennCorp for the services of Mary Strenn as the Agency's Interim Executive Director. Ms. Strenn previously served as San Fernando's City Administrator and Agency Executive Director in the 1990s, and in similar capacities for the cities of El Segundo and South Gate.

The proposed contract contains the following key terms:

1. Ms. Strenn is to act as Agency Interim Executive Director.
2. Ms. Strenn is to provide economic development consulting services to the City on an as-needed basis, as requested by the City Administrator.

Approval of Contract with StrennCorp

November 16, 2009

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3. Ms. Strenn is to provide city administration consulting services to the City Administrator, on an as-needed basis, as requested by the City Administrator.
4. Ms. Strenn is to provide a minimum of 20 and a maximum of 30 hours per week with the Agency Board and City Administrator having the ability to request additional hours. The expectation is that no more than 25% of those hours would be spent on services to the City.
5. StrennCorp is to be compensated at the rate of \$150/hour.
6. StrennCorp is to provide general liability and automobile insurance. StrennCorp does not carry professional liability insurance.
7. The City and Agency are to defend and indemnify Ms. Strenn, in the same manner and subject to the same limitations as applicable to employees and officers of the City and Agency.
8. The contract is for an indeterminate term, and is terminable by either party upon 10 days notice.

#### **FISCAL IMPACT:**

City staff has informed us of the following:

The professional services of StrennCorp are estimated to cost between \$3,000 and \$4,500 per week, based on a range of 20 to 30 hours a week. Ms. Strenn anticipates working 3 days a week, or 24 hours per week. Based on that desire, StrennCorp will be paid \$118,800 until the end of this fiscal year of which \$89,100 will be from the Redevelopment Agency and the remaining \$29,700 from the City's General Fund. Those amounts correspond to 75% of Ms. Strenn's time being spent on Agency issues, and the remaining balance on City issues.

Available salary savings from the vacant City Administrator and Executive Assistant to the City Administrator positions will cover a portion of the StrennCorp contract. The remaining balances of \$54,358 and \$15,483 will require respective budget reserve allocations from the Redevelopment Agency and the City's General Fund.

Any additional allocations, pending a finalized work program of StrennCorp by the Agency Board and City Council, will be considered as part of the upcoming FY 2009-10 mid-year budget process.

#### **ATTACHMENT:**

- A. Proposed Contract with StrennCorp
- B. Draft Budget Resolution: Redevelopment Agency
- C. Draft Budget Resolution: City Council

**ATTACHMENT "A"**

**PROFESSIONAL SERVICES AGREEMENT FOR  
REDEVELOPMENT EXECUTIVE DIRECTOR AND CITY ADMINISTRATION  
CONSULTING SERVICES BETWEEN THE SAN FERNANDO  
REDEVELOPMENT AGENCY, THE CITY OF SAN FERNANDO, AND  
STRENNCORP**

This Agreement ("Agreement") is made and entered into this 16th day of November, 2009, by and between the SAN FERNANDO REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), CITY OF SAN FERNANDO, a municipal corporation ("City"), and STRENNCORP, a California Corporation ("Consultant").

**RECITALS**

A. Agency desires to contract with Consultant to perform Interim Executive Director services ("Agency Services").

B. City desires to contract with Consultant to perform economic development and administration consultant services ("City Services"; collectively with the Agency Services, the "Services").

C. Consultant represents that it is fully familiar with proper administrative and technical aspects of the desired Services and that Mary Strenn, Consultant's President, is fully qualified to perform such Services by virtue of her training, experience, education and expertise.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

**1. Consultant's Services.**

**1.1 Scope and Level of Agency Services.** Agency hereby agrees to utilize Mary Strenn as its Interim Executive Director, and Consultant hereby agrees to cause Ms. Strenn to perform the Agency Services, under the direction of the Agency Board. Ms. Strenn shall have all of the powers and duties of the Agency Executive Director, subject to the limitations established by the Agency Board and State law, including but not limited to those powers, duties, and limitations set forth in the annual budget approved by the Agency Board, the Bylaws of the San Fernando Redevelopment Agency and in the various Redevelopment Plans of the Agency.

**1.2 Scope and Level of City Services.** Consultant hereby agrees to provide economic development and city administration consulting services, as may be from time to time requested by the City Administrator.

**1.3 Other Services.** Consultant shall not perform other redevelopment agency or economic development services for other public entities or clients while this Agreement is in effect without the prior written approval of the City Administrator.

**1.4 Time for Performance.** Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from Agency, and shall perform all services with reasonable diligence.

**1.5 Hours.** The parties acknowledge that the hours will fluctuate depending on need. Consultant shall devote a minimum of 20 and a maximum of 30 hours each week in performing the Services. The Agency or City Administrator may request additional hours. The parties anticipate that no more than twenty-five percent (25%) of Consultant's time will be spent on City Services.

**1.6 Access.** The Agency will provide Consultant access to City Hall (including access on evenings and weekends when necessary) as requested.

**2. Term of Agreement.** This Agreement is effective as of November 17, 2009 (the "Effective Date"), and shall remain in full force and effect unless terminated by either party as provided in Section 13 herein.

**3. Payment for Services.**

**3.1 Rate.** Agency shall pay Consultant \$150.00 per hour for all services provided to Agency. City shall pay Consultant \$150.00 per hour for all services provided to City.

**3.2** Agency and City shall not withhold applicable federal and state payroll and other taxes, or other deductions from any Agency or City payment to Consultant.

**4. Method of Payment.**

**4.1 Invoices.** Consultant shall submit to the City Administrator monthly invoices for the services performed pursuant to this Agreement. The invoices shall describe in detail the services rendered during the period and shall show the days worked and number of hours worked each week, and whether the Services were provided to the Agency or the City. All invoices shall be remitted directly to the City Administrator at the address provided in Section 14.

**4.2 Disputed Amounts.** City shall review all invoices and notify Consultant in writing within ten business days of any disputed amounts.

**4.3 Payment.** City shall pay all undisputed portions of each invoice within thirty calendar days after receipt of the invoice.

**4.4 Audit of Records.** At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by the City.

**5. Standard of Performance.** Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City and Agency and in accordance with the standard of care generally exercised by like professionals under similar circumstances.

**6. Ownership of Work Product.** All reports, drafts, documents or other material, whether in written or electronic form (collectively "Work Product"), developed by Consultant in

the performance of this Agreement shall be and remain the property of City and/or Agency without restriction or limitation upon its use or dissemination by City and/or Agency. Consultant shall deliver to the City and/or Agency all Work Product upon termination of this Agreement.

**7. Status as Independent Contractor.** Consultant is, and shall at all times remain as to City and Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City and/or Agency, or otherwise act as an agent of City and/or Agency. Neither City nor Agency, nor any of their agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City and/or Agency, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City and Agency harmless from any and all taxes, assessments, penalties, and interest asserted against City and/or Agency by reason of the relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City and/or Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. City and Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City and/or Agency from Consultant as a result of Consultant's failure to promptly pay to City and/or Agency any reimbursement or indemnification arising under this Section 7.

**8. Confidentiality.** Consultant, in the course of its duties, may have access to financial, accounting, statistical, and/or personnel data of private individuals and employees of City and Agency. Consultant covenants that 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 authorization by City and/or Agency. City and/or Agency shall grant such authorization if the law requires disclosure. Consultant shall surrender and return all such data to City and/or Agency immediately upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Insurance.** Consultant, at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

**9.1** Commercial General Liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.

**9.2** Automobile Liability Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein.

## **10. Indemnity.**

**10.1 Agency Indemnification.** Agency shall indemnify, defend, and hold harmless Consultant from and against any and all claims, actions, proceedings, suits, or damages, including costs and attorney's fees, resulting from physical harm or damage to persons or property which harm arises out of the acts, omissions, negligence or misconduct of Agency, its officials, officers, agents or employees. In connection with Consultant's performance of the Agency Services, and while Consultant is acting within the course and scope of this Agreement, the parties intend for Consultant to be entitled to the immunities and privileges set forth in the Government Tort Claims Act (California Government Code Sections 810 et seq.) or any other provisions of law providing governmental immunity for public entities, their employees and agents.

**10.2 City Indemnification.** City shall indemnify, defend, and hold harmless Consultant from and against any and all claims, actions, proceedings, suits, or damages, including costs and attorney's fees, resulting from physical harm or damage to persons or property which harm arises out of the acts, omissions, negligence or misconduct of City, its officials, officers, agents or employees. In connection with Consultant's performance of the Services, and while Consultant is acting within the course and scope of this Agreement, the parties intend for Consultant to be entitled to the immunities and privileges set forth in the Government Tort Claims Act (California Government Code Sections 810 et seq.) or any other provisions of law providing governmental immunity for municipal corporations, their employees and agents.

**11. Conflict of Interest.** 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.)). During the term of this Agreement, Consultant shall retain the right to perform any work for another person or entity provided that such work would not require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

**12. Cooperation.** In the event any claim or action is brought against City and/or Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that City and/or Agency might require.

**13. Termination.** Either party may terminate this Agreement for any reason on ten (10) calendar days written notice to the other party. Consultant shall be paid for Services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall have no other claim against City and/or Agency by reason of such termination.

**14. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by electronic mail, facsimile, hand or overnight courier service; or (b) on the third business day following deposit in the United States

mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City/Agency: City Administrator  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Tel: (818) 898-1201; Fax: (818) 361-7631

Consultant: StrennCorp  
Attn: Mary Strenn  
7905 Via Stefano  
Burbank, CA 91504  
310/345-0003  
[mstrenn1@socal.rr.com](mailto:mstrenn1@socal.rr.com)

**15. Non-Assignability; Subcontracting.** Consultant shall not assign or subcontract all or any portion of this Agreement or permit any services hereunder to be performed by any person without the prior written permission of the City Administrator. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. Neither City nor Agency shall be obligated or liable under this Agreement to any party other than Consultant.

**16. Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**17. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City and/or Agency of any payment to Consultant constitute or be construed as a waiver by City and/or Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City and/or Agency shall in no way impair or prejudice any right or remedy available to City and/or Agency with regard to such breach or default.

**18. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including all attorney's fees incurred in connection with such action or proceeding. The venue for any litigation shall be Los Angeles County, California.

**19. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years after the expiration or termination of this Agreement. City and/or Agency shall have the right to access

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

**20. Permits and Licenses.** Consultant shall obtain, at its sole cost and expense, all permits and licenses necessary in the performance of this Agreement.

**21. General Provisions.**

**21.1** The headings herein are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such caption, and the section where the heading appears, the section, and not such heading, shall control and govern in the construction of this Agreement.

**21.2** This Agreement shall be governed and construed in accordance with the laws of the State of California.

**22. Entire Agreement.** This Agreement represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written documents, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**23. Authority.** The person executing this Agreement on behalf of each of the Parties warrants that he or she is duly authorized to execute this Agreement on behalf of his or her Party and that by his or her execution, each Party is formally bound to the provision of this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

ATTEST:

SAN FERNANDO REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
City Clerk/Agency Secretary

By: \_\_\_\_\_  
Steven Veres, Executive Director

CITY OF SAN FERNANDO

By: \_\_\_\_\_  
Steven Veres, Mayor

CONSULTANT  
StrennCorp, a California corporation

By: \_\_\_\_\_  
Mary Strenn  
Its: President

## ATTACHMENT "B"

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE  
CITY OF SAN FERNANDO AMENDING THE BUDGET FOR  
THE FISCAL YEAR 2009-2010 ADOPTED ON JULY 20, 2009**

**WHEREAS**, the Redevelopment Agency has received and considered the proposed adjustment to the budget for Fiscal Year 2010, commencing July 1, 2009, and ending June 30, 2010; and

**WHEREAS**, the Redevelopment Agency has determined that it is necessary to increase the expenditures of the current Redevelopment Agency budget; and

**WHEREAS**, the Redevelopment Agency has determined a need for professional services from StrennCorp which will result in additional expenditures and require an amendment to the current Redevelopment Agency Budget; and

**WHEREAS**, an annual budget for the Redevelopment Agency for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010, a copy of which is on file in the City Clerk's Office, has been adopted on July 20, 2009;

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

**Section 1:** The following adjustment in expenditures is made in the named Agency funds:

Project Area 1:	Increase Fund/Division 80-105 in the amount of \$11,470.
Project Area 1:	Increase Fund/Division 82-105 in the amount of \$9,349.
Project Area 3A:	Increase Fund/Division 92-105 in the amount of \$10,409.
Housing Set-Aside:	Increase Fund/Division 94-105 in the amount of \$16,770.
Project Area 4:	Increase Fund/Division 95-105 in the amount of \$6,360.

**PASSED, APPROVED, AND ADOPTED** this 16th day of November, 2009.

\_\_\_\_\_  
Steven Veres, Chair

ATTEST:

\_\_\_\_\_  
Elena G. Chávez, Secretary

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the Redevelopment Agency held on the 16th day of November, 2009, by the following vote to wit:

AYES:

NOES:

ABSENT:

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Elena G. Chávez, Secretary

## ATTACHMENT "C"

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SAN FERNANDO AMENDING THE BUDGET FOR  
THE FISCAL YEAR 2009-2010 ADOPTED ON JULY 20, 2009**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2010, commencing July 1, 2009, and ending June 30, 2010; and

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

**WHEREAS**, the City Council has determined a need for professional services from StrennCorp which will result in additional expenditures and require an amendment to the current City Budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2009 and ending June 30, 2010, a copy of which is on file in the City Clerk's Office, has been adopted on July 20, 2009;

**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 in expenditures is made in the named City fund:

1. General Fund: Increase Fund/Division 01-115 in the amount of \$15,483.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of November, 2009.

\_\_\_\_\_  
STEVEN VERES, MAYOR

ATTEST:

\_\_\_\_\_  
ELENA G. CHÁVEZ, CITY CLERK

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 16<sup>th</sup> day of November, 2009, by the following vote to wit:

AYES:

NOES:

ABSENT:

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ELENA G. CHÁVEZ, CITY CLERK