

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, May 17, 2016

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezcua
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezquita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this regular meeting agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) – One matter
2. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
(Government Code Section 54957.6(a))
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

- 1-1 Continued from the May 3, 2016, Regular City Council Meeting - Regular City Council Meeting held Tuesday, April 19, 2016

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated May 17, 2016

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. Medical Marijuana Business Permit (MMBP) Evaluation and Awarding of Permit(s)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the MMBP applications;
2. Each Council Member may nominate up to five (5) applicants for the interview process;
3. Interview all applicants that received at least two (2) nominations from City Council Members;
4. Deliberate and award up to three (3) MMBPs.

REGULAR AGENDA (continued)

FINANCE

4. ***Continued from the May 3, 2016, Regular City Council Meeting - Authorization to Enter into an Agreement with Sunflower Systems for the Provision of a City-Wide Inventory Relating to the City's Capital Assets***

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the provision of a City-wide physical inventory of the City's capital assets to be carried out by the Sunflower Systems; and
2. Authorize the City Manager to execute the agreement.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

5. **Zoning Ordinance Amendment; Conditional Use Permit, and Development Permit Case No. 2016-07 – Zoning Ordinance Amendment, Conditional Use Permit, and Development Permit for 6121-6125 Pacific Boulevard**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Continue this item to the June 7, 2016 City Council meeting.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

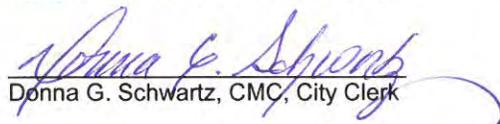
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Budget Workshop on Friday, May 20, 2016, at 5:15 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 12th of May 2016.


Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, April 19, 2016

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, April 19, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

ROLL CALL

PRESENT: Mayor Graciela Ortiz; and Council Members Valentin Palos Amezquita, Jhonny Pineda, Karina Macias and Vice Mayor Marilyn Sanabria. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Noel Tapia, Assistant City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Michael Ackerman, City Engineer, Christina Dixon, Staff Analyst, Public Works, and Donna Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Analize Lopez, 10 years old, Lucille Roybal-Allard Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Recognition" to Analize Lopez for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition" to Linda E. Marquez High School Boys Varsity Basketball Team for Winning the CIF Championships and "Certificates of Appreciation" to the Head Coach, Assistant Coach, Athletic Director and Principals for their Support, Dedication and Commitment to the Students of Linda E. Marquez High School.

Council presented a "Certificate of Recognition" to the Middleton Primary Center, Celebrating 10 Years of Establishment in the City of Huntington Park.

Council presented "Certificates of Recognition" to the Baker to Vegas Team for Their Competitive Effort in the 2016 Baker to Vegas 120 Mile Relay Race Competition.

Christina Dixon, Staff Analyst, Public Works Department introduced Shana Miclea, and Sigrid Lopez of United Pacific Waste (UPW) who presented awards to the winners of the "Bucks for Bulkies" program.

PUBLIC COMMENT

1. Vaughn Becht, We the People Rising, commented on different versions of the bible and noted his desire for two appointments on the commissions be removed.
2. Armando Contreras, voiced concern with bulky items being dropped off on his block by people that don't live there. Noted his items are being picked up but not the rest of the items, requested that Police to drive through his block to attempt to catch the people who are dropping off their items.
3. Lorena Anaya, Middleton Elementary School, spoke in support of Middleton School and in opposition to Valiente Charter School. Ms. Anaya also spoke in support of agenda item 3 resolution in support to stop the privatizing of California's public school.

PUBLIC COMMENT (continued)

4. Lucinda Cruz, stated she uses the bus service and would like to see it running on Saturdays and Sundays to allow her to go to mass and to the hospital, feels the taxi service can't accommodate all the calls and would like the bus to be available more hours.
5. Rodolfo Cruz, commented on various issues in the city, campaign funds, streets need fixing, tax on cell phones, not having enough police on the streets with regard to the homeless, trash in the streets, and falling trees.
6. Jenny Rosales, representative of SELPA South East Los Angeles, spoke in support of Middleton School and opposed to Valiente Charter School.
7. Betty Robinson, We the People Rising, spoke in regards to immigration and areas that are sanctuaries, noted deaths involving people who shouldn't be in the country, and commented on the 287G program.
8. Sandra Orozco, quoted the bible, spoke about righteousness, noted Middleton teachers in attendance and Council that had attended a meeting in support of Middleton, noted those who attended City of Cudahy's reorganization, commented on City Attorney, acknowledged We the People, Nick the Greek and spoke in opposition to Council.
9. Betty Retama, commented on the medical marijuana dispensaries, the Mexican mafia and remarked forensic audit.
10. Robin Hvidston, We the People Rising, stated City Council should be an example by appointing commissioners legally, noted Nick the Greek would be celebrating 41 years of citizenship, and that a cake was brought tonight for Nick.
11. Arthur Schaper, We the People Rising, honored Nick Ioannidis in celebrating 41 years of citizenship, acknowledged Council Member Amezquita, noted Council Member Pineda's attendance at City of Cudahy's reorganization, commented on agenda item 2, and spoke in opposition to Council.

Mayor Ortiz gave Arthur Schaper his first warning for being disruptive.

12. Dr. Newman, read passages from the bible, commented on marijuana dispensaries, closed session items, and noted an event he attended.
13. America First Latinos, We the People Rising, Raul Rodriguez Jr., noted previous request to remove illegal immigrants, commented on a forensic audit, referenced the Constitution of the United States, acknowledged Council Member Amezquita, and spoke in opposition to Council.
14. Nick Ioannidis, commented on his 41st anniversary of citizenship and his life and various issues he has had in the city.
15. DeAnn D'Lean, We the People Rising, commented on removing the two appointees, demanded a forensic audit, referenced the Brown Act, and remarked accurate tallies and videos are being kept of the meetings to send to DA.
16. Valentin Amezquita, recognized Nick the Greek and his years in the city, noted all the certificates he has received, feels a museum is needed for his artifacts, mentioned a certificate to be presented to him at the next Council meeting, commented on the law and sentimental things with regard to immigration.

STAFF RESPONSE

Mayor Ortiz asked City Manager to follow-up with Mr. Armando Contreras regarding the bulky items on Clarendon. Mayor Ortiz commented on Ms. Rosales's comment regarding the charter school issue. Ms. Ortiz stated it is LAUSD that is in charge of the decisions that are made at Middleton Elementary School and asked City Manager to

clarify the situation. City Manager Cisneros explained that LAUSD is considering co-locating Valiente Charter and that the City Council has no formal way to sway any decisions made by LAUSD, however public pressure and support by Council can urge them to take the community into account.

Vice Mayor Sanabria asked City Manager to clarify the cell phone tax stating it is a State law that was passed. City Manager Cisneros confirmed that it is a State law that passed and asked Interim Finance Director Mazyck to explain. Ms. Mazyck stated last year the City began to collect the tax associated with the law that was passed in the State of California.

Council Member Amezquita stated he voted against the tax feels it would have a negative effect to the residents and noted it was optional.

Mayor Ortiz called first warning on Dr. Newman for being out of order.

Mayor Ortiz announced a certificate will be given to Nick the Greek at the next meeting and that the request was made after the agenda had already been posted.

Mayor Ortiz announced she would be recusing herself from the entire Consent Calendar due to the resolution regarding public schools and the fact that she works for the Los Angeles Unified School District, Vice Mayor Sanabria will reconvene the meeting after closed session and she (Mayor) will be returning at the start of Regular Agenda.

CLOSED SESSION

At 7:37 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) – Two matters
2. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
(Government Code Section 54957.6(a))
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Santa Fe Ave Marijuana Dispensary/Huntington Park v. OG 25 CAP Collective
L.A.S.C No. VC 065057
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
City of Huntington Park v. Santa Coronado
L.A.S.C No. BC 564026
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
City of Huntington Park v. County of Los Angeles, et al.
L.A.S.C No. BC 547969
6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code Section 54956.9 (d)(4)) – One matter

At 9:45 p.m. Vice Mayor Sanabria reconvened to open session. All Council Members present with the exception of Mayor Ortiz who recused herself from the consent calendar due to conflict of interest related to consent item 3.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced closed session items 1-6 were discussed by Council, for Item 1) one matter was discussed regarding the State Department of Finance, direction given to legal Counsel, no final action was taken, nothing to report. Item 2) Conference with labor negotiator and Police Officers Association, no action taken, nothing to report. Item 3) no action taken, nothing to report. Item 4) no action taken, nothing to report. Item 5) County of LA vs. City of Huntington Park, direction was provided, bring back to council at later date for further consideration and for Item 6) direction was provided, no action taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Amezcuita motioned to pull item 2 for discussion. Motion failed due to lack of a second.

Motion: Council Member Macias motioned to approve consent items, seconded by Council Member Pineda. Motion passed 4-0 by the following vote with the exception of item 2 motion passed 3-1 (Amezcuita NO) (Mayor Ortiz had recused herself from consent calendar):

ROLL CALL Items 1, 3, 4, and 5:

AYES: Council Member(s): Amezcuita, Pineda, Macias and Vice Mayor Sanabria

NOES: Council Member(s): None

ROLL CALL Item 2:

AYES: Council Member(s): Pineda, Macias and Vice Mayor Sanabria

NOES: Council Member(s): Amezcuita

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held Tuesday, April 5, 2016;

1-2 Special City Council Meeting, Goal Setting Discussion, held Friday, March 11 and Saturday, March 12, 2016; and

1-3 Regular City Council Meeting held Tuesday, March 15, 2016

CITY MANAGER

- 2.** Rescinded the actions taken by the City Council at its Special City Council meeting dated December 23, 2015, relative to the approval of an additional appropriation for contract services with Granicus, Inc., the authorization to replace bus numbers 962, 978, 369 and 961 with new vehicles purchased in a not-to-exceed amount of \$260,000 and the approval of accounts payable and payroll warrants dated December 23, 2015; approved additional appropriation of \$8,287 to account 111-1010-411.56-41 to ensure budgetary sufficiency for FY 15-16 for Granicus Inc. for upgrade to video streaming software (Granicus Open Platform) and encoder (Granicus Encoding Appliance) and monthly management and hosting services; authorized the replacement of bus numbers 962, 978, 369 and 961 with Starcraft Allstar buses purchased from Creative Bus Sales; approved a budget appropriation in to account 748-8060-431.74-20 in a not-to-exceed amount of \$260,000 and authorize the Interim Finance Director to transfer the amount of \$260,000 from the City's General Fund to the Vehicle and Equipment Replacement Fund, 748-0000-101.10-00; and approved accounts payable and payroll warrants dated December 23, 2015.

COUNCIL

- 3.** Adopted Resolution No. 2016-14, in Support of Opposing the Privatizing of California's Public Schools.

CONSENT CALENDAR (continued)

COMMUNITY DEVELOPMENT

4. Adopted Resolution No. 2016-13, Establishing Non-Refundable Fees for Medical Marijuana Business Permit (“MMBP”) and Medical Marijuana Delivery Permit (“MMDP”) Applications.

FINANCE

5. Approved Accounts Payable and Payroll Warrants dated April 19, 2016

END OF CONSENT CALENDAR

REGULAR AGENDA

At 9:49 p.m. Mayor Ortiz returned to the Council Chambers.

COUNCIL

6. Resolution Adopting an Order of Business at City Council Meetings

Motion: Mayor Ortiz moved to adopt Resolution No. 2016-12, Amending Resolution No. 2014-45, Adopting an Order of Business at City Council Meetings, seconded by Vice Mayor Sanabria. **Substitute Motion:** Council Member Amezcuita motioned to include “Closed Session Announcement” after “Closed Session” in the order. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

CITY MANAGER

7. Approve Extension/Renewal of Contract Services Agreement with Joel Gordillo for Media Technician Services

Motion: Vice Mayor Sanabria motioned to approve the extension/renewal of contract services agreement with Mr. Joel Gordillo for media technician services, authorize the Mayor/City Manager to execute the agreement, and direct the City Clerk and City Manager to conduct a request for proposals (RFP) for the service consistent with city practices prior to July 1, 2016, seconded by Council Member Pineda. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

PARKS AND RECREATION

8. Review and Consider Concessionaire Service at Keller Park

Council Member Macias noted an error on page 8 under section C of the RFQ to change “Gage Elementary” to “Miles Elementary.”

Council Member Macias recommended Council review the RFQs and to discuss as a whole at a future special or regular city council meeting. Ms. Macias would like to see the structure blend in to the whole scenery of Keller Park and City Hall.

Mayor Ortiz recommended adding presentations during the evaluation process.

REGULAR AGENDA ITEM 8 (continued)

Motion: Council Member Pineda motioned to review Sample RFQ for Concessionaire Services, direct staff to issue a Request for Qualifications for Concessionaire Services at Keller Park, and include Council Member Macias' noted change, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

PUBLIC WORKS

9. Select and Approve Award of Contract for Construction Management for Pacific Boulevard Pedestrian Improvement Project

Council Member Amezquita asked for a short presentation by the bidders.

At this time AIMCS and Transtech both introduced themselves and provided a short presentation.

Motion: Council Member Pineda motioned to award to lowest bidder, approve award of contract services agreement to AIMCS for construction management on Pacific Boulevard and authorize the City Manager to execute agreement, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

10. Ordinance Amending the Land Use Element of the General Plan; and Ordinance Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Property Development Standards; a Conditional Use Permit to Establish a Self-Storage Facility; a Development Permit for the Construction of Two Warehouse Buildings Totaling 245,000 Square Feet; a Tentative Parcel Map to Divide One Parcel into Two; and the Adoption of a Mitigated Negative Declaration Under the California Environmental Quality Act (CEQA) for Property Located at 6901 Alameda Street within the Manufacturing Planned Development (MPD) Zone

Mayor Ortiz opened up the item for public comment, hearing none, declared public comment closed

Council Member Pineda asked if the applicant was in attendance and asked if he could brief the Council on the proposed project and benefits it will bring to the city.

City Manager Cisneros stated yes Mr. Jackson is in attendance.

Mayor Ortiz reopened public comment.

PUBLIC HEARING ITEM 10 (continued)

PUBLIC COMMENT

1. Ken Jackson, Camfield Partners, applicant, thanked staff for all their support, stating it was his second approval for a project in the city. Mr. Jackson briefly explained that the proposed project will bring in revenue through the property tax roll and a tremendous benefit to the city with the property being sold or used.

Mayor Ortiz closed public comment.

Motion: Vice Mayor Sanabria motioned to introduce Ordinance No. 2016-948, amending the Land Use Element of the General Plan, and Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to property development standards, schedule the second reading and adoption of the Ordinance for May 3, 2016 and approve a Conditional Use Permit, Development Permit, Tentative Parcel Map, and adoption of a categorical exemption for the construction of two warehouse buildings and to establish a self-storage facility, within the Manufacturing Planned Development (MPD) Zone, seconded by Council Member Amezcuita. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita, commented on some of his comments not being included in the Minutes of the Goal Setting Workshop of March 11 and 12, 2016, regarding fund balance projected for FY 2015/2016, his "no" vote on the medical marijuana dispensaries and the Dial-A-Ride contract and the Minutes of March 15, 2016, regarding Dial-A-Ride, he acknowledged the motion regarding construction management and going to the lowest bidder and is glad he and his colleagues voted this way, he feels Transtech has more experience but the city needs to save monies, he reiterated his vote for last meeting regarding the Graffiti and Bus Stop Maintenance contracts going with the lowest bidder, thanked staff and wished everyone a good night.

Council Member Karina Macias, thanked staff for all their hard work, her colleagues for this weekend and attending the events, Council Member Pineda and Vice Mayor Sanabria for attending the Tree Planting and Walk for Hunger events along with the residents and student volunteers. Ms. Macias addressed the comment made by a speaker during public comment regarding marijuana dispensaries trending and stated it was not true it was the *Wave* that misquoted her, her statement was "the State is moving towards making marijuana legal" and she will be addressing the *Wave* personally, she mentioned she does have a full-time job but has put her career aside to take care of family and makes time to attend city events. Ms. Macias remarked she wants to challenge her colleagues and staff and everyone in charge of moving the city forward, although the city is facing a tough financial situation, it is not the time to point fingers but to make sure the city move forward that the residents get the best quality services, with regard to lowest bid it may not always be the best and/or the company may not have the credibility or past experience with the community the resident deserve the best, wants to make sure we move forward as a family what matters is the city and the residents and the quality they deserve and thanked staff for all their support.

Council Member Jhonny Pineda, thanked everyone who helped with the Youth Employment Program, he addressed Council Member Amezcuita's comments regarding saving monies and making tough choices and hopes when the Council makes tough choices they get his support, and thanked staff for all their support.

COUNCIL COMMUNICATIONS (continued)

Vice Mayor Marilyn Sanabria, echoes what her fellow colleagues have mentioned treating each other with respect, move city businesses forward, noting comments made by Council Member Amezquita, would like to see him at events, she also has a full time job, taking care of family and participates in city events giving back to the community, being a role model as an elected official, feels Council Member Amezquita needs to understand the challenges the city is facing and be more productive and positive moving the city forward. Ms. Sanabria recognized the Tree Planting event and how her family and residents participated, thanked staff for all their support and moving forward through these tough times, acknowledged the Chief of Police as well as the Police Department for their support and wished everyone a good night and hopes to see everyone at the city events.

Mayor Graciela Ortiz, asked City Manager Cisneros to explain the difference between action vs. summary minutes noting that Council previously approved going from summary to action minutes. City Manager Cisneros explained that action minutes are more brief focusing more on the action, was approved for cost effectiveness and staff time, adding that there are videos of the meetings for more information, if there are corrections staff is happy to correct it but not to go back to add more of a summary when action minutes have been approved but if Council wishes to change they have that option. Ms. Ortiz noted that the minutes were revisited because of how long they were taking, they were almost verbatim, and Council made the decision to change. Council can also bring items to the agenda, following protocol, but must go through the Mayor and done 72 hours prior, staff works diligently on reports in order to have them on time to post. Ms. Ortiz acknowledged the Walk for Hunger benefiting Southeast Cities, Tree Planting, Skateboarding Demo and Safety event, thanked Vice Mayor Sanabria and Council Members Pineda and Macias for taking the time to attend these events, acknowledged police efforts with closing of marijuana dispensaries, announced a CicLAvia meeting on Wednesday at Salt Lake Park, and thanked staff for staying late.

Council Member Amezquita, made statements concerning his views regarding the fairness and legality of not including his full comments in the minutes. City Manager Cisneros informed Council Member Amezquita that there is nothing illegal with the way the minutes are being presented and that the Council had already taken a position on this matter and staff was following that direction and not editorializing the minutes for council members.

ADJOURNMENT

At 10:53 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, May 3, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

| Fund | Description | Fund | Description |
|-------------|---------------------------|-------------|----------------------------|
| 111 | General Fund | 237 | Community Planning |
| 112 | Waste Collection/Disposal | 239 | Federal CDBG Fund |
| 114 | Spec Events Contrib Rec | 240 | HUD EZ/EC Soc Sec Block |
| 115 | Contingency Fund | 242 | HUD Home Program |
| 120 | Special Revenue DNA ID | 243 | HUD 108 B03MC060566 |
| 121 | Special Revnu Welfare Inm | 245 | EPA Brownfield |
| 150 | Emergency Preparedness | 246 | LBPHCP-Lead Base |
| 151 | Economic Development | 247 | Neighborhood Stabilization |
| 201 | Environmental Justice | 248 | Homelessness Prevention |
| 212 | P & R Grants | 252 | ABC |
| 213 | Park Facilities | 275 | Successor Agency |
| 214 | Recreation Field Charter | 283 | Sewer Maintenance Fund |
| 216 | Employees Retirement Fund | 285 | Solid Waste Mgmt Fund |
| 217 | OPEB | 286 | Illegal Disposal Abatemnt |
| 219 | Sales Tax-Transit Fund A | 287 | Solid Waste Recycle Grant |
| 220 | Sales Tax-Transit C | 288 | COMPBC |
| 221 | State Gasoline Tax Fund | 334 | Ped/Bike Path Fund |
| 222 | Measure R | 349 | Capital Improvement Fund |
| 223 | Local Origin Program Fund | 475 | Public Financng Authority |
| 224 | Office of Traffc & Safety | 533 | Business Improv Dist Fund |
| 225 | Cal Cops Fund | 535 | Strt Lght & Lndscp Assess |
| 226 | Air Quality Improv Trust | 681 | Water Department Fund |
| 227 | Offc of Criminal Justice | 741 | Fleet Maintenance |
| 228 | Bureau of Justice Fund | 745 | Worker's Compensation Fnd |
| 229 | Police Forfeiture Fund | 746 | Employee Benefit Fund |
| 231 | Parking System Fund | 748 | Veh & Equip Replacement |
| 232 | Art in Public Places Fund | 779 | Deferred Comp. Trust Fund |
| 233 | Bullet Proof Vest Grant | 800 | Pooled Cash |
| 234 | Congressional Earmark | 801 | Pooled Cash Fund |
| 235 | Federal Street Improvmnt | 802 | Pooled Interest |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|------------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| ADAMSON POLICE PRODUCTS | INV209992 | 225-7120-421.74-10 | Equipment | 87.20 | N |
| | INV210434 | 225-7120-421.74-10 | Equipment | 899.26 | N |
| | | | | 986.46 | |
| ADOLFO PACHECO | 58181/58632 | 111-6060-466.33-20 | Contractual Srv Class | 456.00 | N |
| | 57443/58402 | 111-6060-466.33-20 | Contractual Srv Class | 91.20 | N |
| | 58264/58662 | 111-6060-466.33-20 | Contractual Srv Class | 182.40 | N |
| | | | | 729.60 | |
| ALADDIN LOCK & KEY SERVICE | 25868 | 111-8020-431.43-10 | Buildings - O S & M | 68.13 | N |
| | | | | 68.13 | |
| ALL CITY MANAGEMENT SERVICES | 43108 | 111-7022-421.56-41 | Contract/Other | 5,470.55 | N |
| | 43319 | 111-7022-421.56-41 | Contract/Other | 6,254.43 | N |
| | | | | 11,724.98 | |
| ALL DATA LLC. | FW012195 | 741-8060-431.43-20 | Vehicles - O S & M | 1,500.00 | N |
| | | | | 1,500.00 | |
| ALVAREZ-GLASMAN & COLVIN | 2016-03-15056 | 111-0220-411.32-70 | Contractual Srv Legal | 41,504.00 | N |
| | | | | 41,504.00 | |
| ARTURO ADORNO | 5/9/16 | 222-5030-431.70-02 | Marketing & Events | 5,550.00 | Y |
| | | | | 5,550.00 | |
| AT&T | 7896603 | 111-9010-419.53-10 | Telephone & Wireless | 3,641.74 | N |
| | 7896602 | 111-9010-419.53-10 | Telephone & Wireless | 1,759.84 | N |
| | 7896604 | 111-9010-419.53-10 | Telephone & Wireless | 90.84 | N |
| | 78755039 | 111-9010-419.53-10 | Telephone & Wireless | 200.90 | N |
| | | | | 5,693.32 | |
| AT&T MOBILITY | X04142016 | 111-8010-431.53-10 | Telephone & Wireless | 297.11 | N |
| | | | | 297.11 | |
| AY NURSERY INC. | 90661 | 535-6090-452.61-20 | Dept Supplies & Expense | 1,744.00 | N |
| | | | | 1,744.00 | |
| BARTEL ASSOCIATES, LLC | 16-260 | 216-3010-415.56-41 | Contractual Srv - Other | 3,600.00 | N |
| | | | | 3,600.00 | |
| BENEFIT ADMINISTRATION CORPORATION | 6026573-IN | 111-0230-413.56-41 | Contractual Srv - Other | 50.00 | N |
| | | | | 50.00 | |
| BENNETT LANDSCAPE | 153218 | 111-8095-431.56-60 | Contract Landscape Mantnc | 20,666.67 | N |
| | | | | 20,666.67 | |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------|-----------------|--------------------|---------------------------|--------------------|-------------|
| BOB BARKER COMPANY INC. | WEB000423902 | 121-7040-421.56-14 | Welfare Inmate Fd Expense | 363.50 | N |
| | | | | 363.50 | |
| CALPERS | 100000014746282 | 111-9010-419.32-40 | Audit Fees | 3,250.00 | N |
| | 2006 | 217-0230-413.28-00 | Retiree Health Insurance | 140,148.70 | N |
| | 2006 | 217-0230-413.56-41 | Contractual Srvc - Other | 477.83 | N |
| | 2006 | 746-0213-413.56-41 | Contractual Srvc - Other | 477.83 | N |
| | 2006 | 802-0000-217.50-10 | Health Insurance | 147,188.75 | N |
| | | | | 291,543.11 | |
| CARLA ENRIQUETA TORRES GARCIA | 58094/58684 | 111-6060-466.33-20 | Contractual Srv Class | 403.20 | N |
| | 58127/58613 | 111-6060-466.33-20 | Contractual Srv Class | 470.40 | N |
| | | | | 873.60 | |
| CARLOS GOMEZ | 9-FY-16 | 745-9030-413.56-41 | Contractual Srvc - Other | 250.00 | N |
| | | | | 250.00 | |
| CARLOS QUINTANA | 234 | 222-5030-431.70-02 | Marketing & Events | 800.00 | Y |
| | 04/21/2016 | 222-5030-431.70-02 | Marketing & Events | 650.00 | Y |
| | | | | 1,450.00 | |
| CCAP AUTO LEASE LTD | 04/14/2016 | 226-9010-419.74-10 | Equipment | 223.72 | N |
| | 04/14/2016 | 226-9010-419.74-10 | Equipment | 223.72 | N |
| | | | | 447.44 | |
| CHRISTINA L. DIXON | 88 | 287-8055-432.61-20 | Dept Supplies & Expense | 22.20 | N |
| | 85 | 285-8050-432.61-20 | Dept Supplies & Expense | 52.36 | N |
| | | | | 74.56 | |
| CITY OF SOUTH GATE | 6983 | 111-0210-413.59-15 | Professional Development | 370.00 | N |
| | | | | 370.00 | |
| CITY OF VERNON | 19235-13200 | 681-0000-228.70-00 | Deposit Refund | 71.05 | N |
| | | | | 71.05 | |
| COUNTY OF L.A. PUBLIC LIBRARY | 4/25/16 | 239-5210-463.57-86 | Homework Centr-HP Library | 2,069.68 | N |
| | | | | 2,069.68 | |
| CRYSTAL MARTINEZ | 4/27/16 | 111-7010-421.61-20 | Dept Supplies & Expense | 4.40 | N |
| | | | | 4.40 | |
| CWE | 16107 | 111-8030-461.56-42 | Storm Water WMP | 20,520.00 | N |
| | | | | 20,520.00 | |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------------|-----------------|--------------------|---------------------------|--------------------|-------------|
| DAPEER, ROSENBLIT & LITVAK | 11160 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 995.76 | N |
| | 11161 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 1,707.06 | N |
| | 11155 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 2,001.80 | N |
| | 11163 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 1,093.29 | N |
| | 11159 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 630.00 | N |
| | 11158 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 279.80 | N |
| | 11157 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 347.44 | N |
| | 11162 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 347.44 | N |
| | 11156 | 111-0220-411.32-20 | Legal Exp - Prosecutor Sv | 409.10 | N |
| | | | | 7,811.69 | |
| DAPPER TIRE CO. | 43124648 | 741-8060-431.43-20 | Vehicles - O S & M | 255.11 | N |
| | | | | 255.11 | |
| DATA TICKET INC. | 69956 | 111-7065-441.61-20 | Dept Supplies & Expense | 230.00 | N |
| | | | | 230.00 | |
| DEPARTMENT OF ANIMAL CARE & CONTROL | 4/15/16 | 111-7065-441.56-41 | Contractual Srvc - Other | 7,306.68 | N |
| | | | | 7,306.68 | |
| DUNCAN PARKING TECHNOLOGIES | DPT025127 | 231-7060-421.43-05 | Office Equip - O S & M | 391.00 | N |
| | | | | 391.00 | |
| DUNN EDWARDS CORPORATION | 2009204894 | 111-7020-421.43-10 | Buildings - O S & M | 262.53 | N |
| | | | | 262.53 | |
| E.B. BRADLEY CO. | 3483104-00 | 111-7020-421.43-10 | Buildings - O S & M | 13.08 | N |
| | | | | 13.08 | |
| EAST END PROPERTIES INC | 22207-24822 | 681-0000-228.70-00 | Deposit Refund | 189.82 | N |
| | | | | 189.82 | |
| ESTELA RAMIREZ | 58562/58720 | 111-6060-466.33-20 | Contractual Srv Class | 249.60 | N |
| | | | | 249.60 | |
| EVELYN REYES | 3/16/16-3/17/16 | 111-7010-421.59-30 | Prof Dev - STC & Training | 8.86 | N |
| | | | | 8.86 | |
| EXPERT ROOTER | 92653 | 111-7020-421.43-10 | Buildings - O S & M | 513.53 | N |
| | 92470 | 535-6090-452.61-20 | Dept Supplies & Expense | 187.50 | N |
| | | | | 701.03 | |
| F&A FEDERAL CREDIT UNION | PPE 4-24-16 | 802-0000-217.60-40 | Credit Union | 15,481.00 | Y |
| | | | | 15,481.00 | |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-----------------------------------|-----------------------|-----------------------|---------------------------|---------------------------|--------------------|
| FAIR HOUSING FOUNDATION | 10 | 239-5060-463.56-41 | Contractual Srvc - Other | 687.20 | N |
| | | | | 687.20 | |
| FERGUSON ENTERPRISES INC | 3171640 | 111-7020-421.43-10 | Buildings - O S & M | 150.42 | N |
| | 3020227-1 | 111-7020-421.43-10 | Buildings - O S & M | 396.76 | N |
| | | | | 547.18 | |
| FERNANDA PALACIOS | 562984 | 246-5098-463.59-15 | Professional Development | 49.05 | N |
| | 5/2/16-5/5/16 | 246-5098-463.59-15 | Professional Development | 55.00 | N |
| | 278532152 | 246-5098-463.59-15 | Professional Development | 25.00 | N |
| | | | | 129.05 | |
| FIRST CHOICE SERVICES | 531949 | 111-9010-419.61-20 | Dept Supplies & Expense | 215.17 | N |
| | | | | 215.17 | |
| GAGE BOWL | 2-1-0 | 239-6060-466.61-20 | Dept Supplies & Expense | 108.00 | N |
| | | | | 108.00 | |
| GERALD M. CHAVARRIA | 58372/58542 | 111-6060-466.33-20 | Contractual Srv Class | 254.40 | N |
| | | | | 254.40 | |
| GLORIA BELTRAN | 6219-2526 | 681-0000-228.70-00 | Deposit Refund | 103.00 | N |
| | | | | 103.00 | |
| GRAFFITI PROTECTIVE COATINGS INC. | 1005-0216 | 111-8095-431.56-75 | Contract Grafitti Removal | 20,187.76 | N |
| | 2205-0216 | 111-8095-431.56-75 | Contract Grafitti Removal | 6,151.86 | N |
| | 1005-0316 | 111-8095-431.56-75 | Contract Grafitti Removal | 20,187.76 | N |
| | 2205-0316 | 111-8095-431.56-75 | Contract Grafitti Removal | 6,151.86 | N |
| | 3326-0216 | 220-8070-431.56-41 | Contractual Srvc - Other | 6,151.86 | N |
| | 3326-0316 | 220-8070-431.56-41 | Contractual Srvc - Other | 6,151.86 | N |
| | 1005-0216 | 239-8095-431.56-75 | Contract Grafitti Removal | 5,000.00 | N |
| | 1005-0316 | 239-8095-431.56-75 | Contract Grafitti Removal | 5,000.00 | N |
| | | | | 74,982.96 | |
| HDL COREN & CONE | 22566-IN | 111-9010-419.56-41 | Contractual Srvc - Other | 1,787.50 | N |
| | | | | 1,787.50 | |
| HERNANDEZ SIGNS, INC. | 2160 | 741-8060-431.43-20 | Vehicles - O S & M | 1,553.25 | N |
| | | | | 1,553.25 | |
| HILDA ESTRADA | 002 | 111-0110-411.56-41 | Contractual Srvc - Other | 6,400.00 | N |
| | 003 | 111-0110-411.56-41 | Contractual Srvc - Other | 300.00 | N |
| | | | | 6,700.00 | |

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|-----------------------------------|-----------------|--------------------|---------------------------|--------------------|-------------|
| HILTI INC | 4607489210 | 535-6090-452.61-20 | Dept Supplies & Expense | 542.06 | N |
| | | | | 542.06 | |
| HOME DEPOT - PARKS & RECREATION | 4261820 | 239-6060-466.61-20 | Dept Supplies & Expense | 29.29 | N |
| | 8262215 | 239-6060-466.61-20 | Dept Supplies & Expense | 183.38 | N |
| | 8262218 | 239-6060-466.61-20 | Dept Supplies & Expense | 87.18 | N |
| | | | | 299.85 | |
| HUGO E. MARTINEZ | 20883-22196 | 681-0000-228.70-00 | Deposit Refund | 148.69 | N |
| | | | | 148.69 | |
| IMPACT TIRE SERVICE | 5724 | 741-8060-431.43-20 | Vehicles - O S & M | 20.00 | N |
| | | | | 20.00 | |
| INTER VALLEY POOL SUPPLY, INC | 85045 | 681-8030-461.41-00 | Water Purchase/Resource | 251.82 | N |
| | 85201 | 681-8030-461.41-00 | Water Purchase/Resource | 241.82 | N |
| | 85200 | 681-8030-461.41-00 | Water Purchase/Resource | 258.49 | N |
| | | | | 752.13 | |
| INTERWEST CONSULTING GROUP, INC | 26722 | 111-6010-451.56-41 | Contractual Srvc - Other | 412.50 | N |
| | | | | 412.50 | |
| JAIME CHAVARIN | 57559/58769 | 111-0000-228.20-00 | Deposit Refund | 500.00 | N |
| | | | | 500.00 | |
| JDS TANK TESTING & REPAIR INC | 8722 | 741-8060-431.43-20 | Vehicles - O S & M | 1,095.00 | N |
| | 8756 | 741-8060-431.43-20 | Vehicles - O S & M | 135.00 | N |
| | | | | 1,230.00 | |
| JHONNY PINEDA | 05/03/2016 | 111-0000-228.20-00 | Deposit Refund | 500.00 | N |
| | 05/03/2016 | 111-0000-347.30-00 | Deposit Refund | 51.00 | N |
| | | | | 551.00 | |
| JIMENEZ'S BRAKES & ALIGNMENTS INC | 14693 | 741-8060-431.43-20 | Vehicles - O S & M | 325.00 | N |
| | | | | 325.00 | |
| JOANA CASILLAS | 4/4/16-4/8/16 | 111-7010-421.59-15 | Professional Development | 15.00 | N |
| | 4/4/16-4/8/16 | 111-7010-421.59-15 | Professional Development | 20.00 | N |
| | | | | 35.00 | |
| JOSE CAMPOS | 56765/58772 | 111-0000-228.20-00 | Deposit Refund | 150.00 | N |
| | 57798/58773 | 111-0000-347.70-00 | Deposit Refund | 32.50 | N |
| | | | | 182.50 | |
| JOSE MACIAS | 4/13/16-4/18/16 | 111-7010-421.59-20 | Professional Develop Post | 12.00 | N |
| | | | | 12.00 | |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|--------------------------------|----------------|--------------------|--------------------------|--------------------|-------------|
| JOSETTE ESPINOSA | 054331 | 111-6010-451.61-20 | Dept Supplies & Expense | 49.02 | N |
| | | | | 49.02 | |
| JULIO F. QUINONEZ | 1512420-00 | 111-8020-431.43-10 | Buildings - O S & M | 12.39 | N |
| | | | | 12.39 | |
| KAISER PRECISION LLC | HPPD-1 | 229-7010-421.74-10 | Equipment | 1,614.60 | N |
| | | | | 1,614.60 | |
| KEYSTONE UNIFORM DEPOT | 74189 | 225-7120-421.74-10 | Equipment | 1,243.47 | N |
| | 74190 | 225-7120-421.74-10 | Equipment | 1,228.21 | N |
| | 74379 | 225-7120-421.74-10 | Equipment | 1,220.69 | N |
| | | | | 3,692.37 | |
| KONICA MINOLTA PREMIER FINANCE | 303292106 | 111-7040-421.44-10 | Rent (Incl Equip Rental) | 1,275.59 | N |
| | | | | 1,275.59 | |
| KOSMONT & ASSOCIATES, INC. | 1 | 216-0210-413.32-70 | Contractual Srv Legal | 8,290.20 | N |
| | | | | 8,290.20 | |
| LACMTA | 800063456 | 219-0250-431.58-50 | Bus Passes | 5,840.00 | N |
| | | | | 5,840.00 | |
| LAN WAN ENTERPRISE, INC | 55057 | 111-7010-421.56-41 | Contract/Other | 150.00 | N |
| | 54889 | 111-7010-421.56-41 | Contract/Other | 15,600.00 | N |
| | 54889 | 111-9010-419.43-15 | Financial Systems | 7,000.00 | N |
| | | | | 22,750.00 | |
| LB JOHNSON HARDWARE CO #1 | 681293 | 111-8010-431.61-21 | Materials | 55.56 | N |
| | 679956 | 221-8012-429.61-20 | Dept Supplies & Expense | 27.76 | N |
| | 681132 | 535-6090-452.61-20 | Dept Supplies & Expense | 37.62 | N |
| | 680942 | 535-6090-452.61-20 | Dept Supplies & Expense | 65.33 | N |
| | 681139 | 535-6090-452.61-20 | Dept Supplies & Expense | 28.31 | N |
| | 681324 | 535-6090-452.61-20 | Dept Supplies & Expense | 39.15 | N |
| | 681260 | 741-8060-431.43-20 | Vehicles - O S & M | 21.79 | N |
| | 681071 | 741-8060-431.43-20 | Vehicles - O S & M | 21.78 | N |
| | | | | 297.30 | |
| LEONARD GARCIA | 4/29/2016 | 239-6060-466.61-20 | Dept Supplies & Expense | 185.00 | N |
| | 48529494808 | 239-6060-466.61-20 | Dept Supplies & Expense | 14.23 | N |
| | 04/29/2016 | 239-6060-466.61-20 | Dept Supplies & Expense | 29.43 | N |
| | | | | 228.66 | |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-----------------------------------|----------------|--------------------|--------------------------|--------------------|-------------|
| LGP EQUIPMENT RENTALS INC | 37086 | 111-8010-431.61-21 | Materials | 543.26 | N |
| | | | | 543.26 | |
| LILIANA GARCIA | 5/4/16 | 111-7010-421.61-20 | Dept Supplies & Expense | 129.04 | N |
| | | | | 129.04 | |
| LINDA LIZARRAGA | 57373/58770 | 111-0000-228.20-00 | Deposit Refund | 403.00 | N |
| | | | | 403.00 | |
| LINGO INDUSTRIAL ELECTRONICS | 32321 | 221-8014-429.61-20 | Dept Supplies & Expense | 621.30 | N |
| | 32322 | 221-8014-429.61-20 | Dept Supplies & Expense | 1,552.16 | N |
| | | | | 2,173.46 | |
| LIZBETH AYALA | 56924/58771 | 111-0000-228.20-00 | Deposit Refund | 500.00 | N |
| | 56924/58771 | 111-0000-347.30-00 | Deposit Refund | 55.00 | N |
| | | | | 555.00 | |
| LOGAN SUPPLY COMPANY, INC. | 87437 | 535-6090-452.61-20 | Street Lighting Supplies | 102.68 | N |
| | 87449 | 535-8016-431.61-45 | Dept Supplies & Expense | 109.00 | N |
| | | | | 211.68 | |
| LORRAINE MENDEZ & ASSOCIATES, LLC | 240 | 242-5098-463.56-41 | Contractual Srv - Other | 660.00 | N |
| | 241 | 239-5060-463.56-41 | Contractual Srv - Other | 9,560.37 | N |
| | 241 | 242-5060-463.56-41 | Contractual Srv - Other | 2,731.53 | N |
| | 241 | 242-5098-463.56-41 | Contractual Srv - Other | 1,365.77 | N |
| | | | | 14,317.67 | |
| LOZADA'S TRANSMISSIONS INC. | 4358 | 741-8060-431.43-20 | Vehicles - O S & M | 933.00 | N |
| | | | | 933.00 | |
| LUIS H. FERNANDEZ | 268 | 111-6020-451.56-41 | Contractual Srv - Other | 300.00 | N |
| | 271 | 222-5030-431.70-02 | Marketing & Events | 390.00 | Y |
| | | | | 690.00 | |
| MANAGED HEALTH NETWORK | 3200004367 | 802-0000-217.50-60 | Employee Mental Wellness | 1,342.32 | N |
| | | | | 1,342.32 | |
| MANUEL PRIETO | 58094/58631 | 111-6060-466.33-20 | Contractual Srv Class | 364.80 | N |
| | 58641/58641 | 111-6060-466.33-20 | Contractual Srv Class | 60.80 | N |
| | | | | 425.60 | |
| MARGARITA LUNA | 31 | 222-5030-431.70-02 | Marketing & Events | 500.00 | Y |
| | | | | 500.00 | |

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|-------------------------------------|----------------|--------------------|--------------------------|--------------------|-------------|
| MARTIN VALENCIANO | 22257-5222 | 681-0000-228.70-00 | Deposit Refund | 166.91 | N |
| | | | | 166.91 | |
| MATSUMOTO CONSULTING LLC | 16-05-01 HP | 111-3013-415.56-41 | Contractual Srvc - Other | 3,500.00 | N |
| | | | | 3,500.00 | |
| MAYWOOD MUTUAL WATER COMPANY, NO. 1 | 312600353 | 111-6022-451.62-10 | Heat Light Water & Power | 60.25 | N |
| | 312600351 | 111-6022-451.62-10 | Heat Light Water & Power | 676.80 | N |
| | 312600352 | 111-6022-451.62-10 | Heat Light Water & Power | 164.80 | N |
| | | | | 901.85 | |
| MERRIMAC ENERGY GROUP | 2161077 | 741-8060-431.62-30 | Fuel and Oil | 17,847.20 | N |
| | | | | 17,847.20 | |
| METRO TRANSIT SERVICES | 201603 | 219-0000-340.30-00 | Fixed Route Fares | -6,830.50 | N |
| | 201603 | 220-0250-431.56-43 | Fixed Route Transit | 97,156.71 | N |
| | 201603 | 741-8060-431.62-30 | Fuel and Oil | -6,300.05 | N |
| | | | | 84,026.16 | |
| MISC-DEMOLITION DEPOSIT REFUNDS | 4948 | 111-0000-228.75-00 | C&D Refund | 897.78 | N |
| | | | | 897.78 | |
| NATHAN LUCAS | 5889 | 111-0000-322.10-10 | Building | 113.60 | N |
| | 5890 | 111-0000-322.10-10 | Building | 113.60 | N |
| | | | | 227.20 | |
| NATION WIDE RETIREMENT SOLUTIONS | PPE 4-24-16 | 802-0000-217.40-10 | Deferred Compensation | 17,888.91 | Y |
| | | | | 17,888.91 | |
| NORMA URENA | 58513/58679 | 111-6060-466.33-20 | Contractual Srv Class | 291.20 | N |
| | | | | 291.20 | |
| OEM AUTO PAINT SUPPLIES | 90973 | 535-6090-452.61-20 | Dept Supplies & Expense | 386.12 | N |
| | 90998 | 535-6090-452.61-20 | Dept Supplies & Expense | 523.20 | N |
| | 91004 | 535-6090-452.61-20 | Dept Supplies & Expense | 124.26 | N |
| | 90818 | 535-6090-452.61-20 | Dept Supplies & Expense | 368.25 | N |
| | | | | 1,401.83 | |
| OK PRINTING DESIGN & DIGITAL PRINT | 186 | 111-0110-411.61-20 | Dept Supplies & Expense | 140.40 | N |
| | | | | 140.40 | |
| ORIENTAL TRADING COMPANY, INC. | 677340685-01 | 111-6020-451.61-35 | Recreation Supplies | 86.97 | N |
| | | | | 86.97 | |
| PAC HP HOLDINGS LLC | MAY 2016 | 111-7022-421.44-10 | Rent (Incl Equip Rental) | 121.55 | N |
| | | | | 121.55 | |

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DEMAND REGISTER
5-17-16**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------|-----------------------|-----------------------|---------------------------|---------------------------|--------------------|
| PARAMOUNT ICELAND INC. | 58558/58677 | 111-6060-466.33-20 | Contractual Srv Class | 192.00 | N |
| | | | | 192.00 | |
| PERFORMANCE NURSERY | 179126 | 535-6090-452.61-20 | Dept Supplies & Expense | 665.51 | N |
| | 178168 | 535-6090-452.61-20 | Dept Supplies & Expense | 290.35 | N |
| | 178735 | 535-6090-452.61-20 | Dept Supplies & Expense | 831.89 | N |
| | | | | 1,787.75 | |
| PRICELA RAMIREZ | 57302/58825 | 111-0000-228.20-00 | Deposit Refund | 500.00 | N |
| | | | | 500.00 | |
| PRO FORCE LAW ENFORCEMENT | 272542 | 111-7040-421.61-31 | Equipment | 363.33 | N |
| | 272542 | 233-7010-421.74-10 | Dept Supplies Records | 363.34 | N |
| | | | | 726.67 | |
| PRUDENTIAL OVERALL SUPPLY | 50843473 | 111-7010-421.61-20 | Dept Supplies & Expense | 17.87 | N |
| | 50853997 | 111-7010-421.61-20 | Dept Supplies & Expense | 17.87 | N |
| | 50858990 | 111-7010-421.61-20 | Dept Supplies & Expense | 17.87 | N |
| | | | | 53.61 | |
| RESOURCE BUILDING MATERIALS | 1915824 | 535-6090-452.61-20 | Dept Supplies & Expense | 23.77 | N |
| | 1915822 | 535-6090-452.61-20 | Dept Supplies & Expense | 27.10 | N |
| | | | | 50.87 | |
| RICARDO ORNELAS | 51 | 535-6090-452.61-20 | Dept Supplies & Expense | 1,470.00 | N |
| | | | | 1,470.00 | |
| RICOH USA, INC. | 5041611467 | 111-6010-451.56-41 | Contractual Srv - Other | 229.32 | N |
| | | | | 229.32 | |
| RUTAN & TUCKER, LLP | 743904 | 111-0220-411.32-70 | Contractual Srv Legal | 2,921.91 | N |
| | 743894 | 111-0220-411.32-70 | Contractual Srv Legal | 1,231.00 | N |
| | 743905 | 111-0220-411.32-70 | Contractual Srv Legal | 2,747.00 | N |
| | | | | 6,899.91 | |
| SANTA FE BUILDING MAINTENANCE | 14858 | 111-6020-451.56-41 | Contractual Srv - Other | 55.00 | N |
| | 14859 | 111-6020-451.56-41 | Contractual Srv - Other | 200.00 | N |
| | 14860 | 111-6020-451.56-41 | Contractual Srv - Other | 200.00 | N |
| | 14865 | 111-6020-451.56-41 | Contractual Srv - Other | 345.00 | N |
| | | | | 800.00 | |
| SAUL RODRIGUEZ | 4/25/2016 | 111-7010-421.59-30 | Prof Dev - STC & Training | 35.96 | N |
| | | | | 35.96 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
5-17-16**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------------|--------------------|--------------------|---------------------------|--------------------|-------------|
| SERRATO & ASSOCIATES INC | 5/27/2016 | 111-7010-421.59-30 | Prof Dev - STC & Training | 75.00 | N |
| | | | | 75.00 | |
| SMART & FINAL | 176341 | 111-6020-451.61-35 | Recreation Supplies | 37.00 | N |
| | 179735 | 111-7040-421.61-31 | Dept Supplies Records | 88.37 | N |
| | 170548 | 111-7040-421.61-31 | Dept Supplies Records | 59.72 | N |
| | | | | 185.09 | |
| SOLAR CITY | 5384 | 111-0000-322.10-10 | Building | 101.80 | N |
| | 5385 | 111-0000-322.10-10 | Building | 64.48 | N |
| | 5459 | 111-0000-322.10-10 | Building | 101.80 | N |
| | 5460 | 111-0000-322.10-10 | Building | 33.12 | N |
| | 4819 | 111-0000-322.10-10 | Building | 101.30 | N |
| | 4820 | 111-0000-322.10-10 | Building | 204.96 | N |
| | 4682 | 111-0000-322.10-10 | Building | 101.30 | N |
| 4683 | 111-0000-322.10-10 | Building | 32.96 | N | |
| | | | | 741.72 | |
| SOURCE ONE OFFICE PRODUCTS, INC. | OE-QT-25606-1 | 111-3010-415.61-20 | Dept Supplies & Expense | 384.75 | N |
| | OE-QT-25606-2 | 111-3010-415.61-20 | Dept Supplies & Expense | 12.08 | N |
| | | | | 396.83 | |
| SOUTH COAST AIR QUALITY MGMT DISTR. | 2948810 | 741-8060-431.43-20 | Vehicles - O S & M | 346.54 | N |
| | 2952203 | 741-8060-431.43-20 | Vehicles - O S & M | 121.44 | N |
| | 2951768 | 741-8060-431.43-20 | Vehicles - O S & M | 121.44 | N |
| | 2948993 | 741-8060-431.43-20 | Vehicles - O S & M | 346.54 | N |
| | | | | 935.96 | |
| SOUTHERN CALIFORNIA EDISON | 3/29/16-4/27/16 | 535-8016-431.62-10 | Heat Light Water & Power | 37.81 | N |
| | 3/18/16-4/19/16 | 111-8020-431.62-10 | Heat Light Water & Power | 973.29 | N |
| | 3/3/16-4/4/16 | 681-8030-461.62-20 | Heat Light Water & Power | 7,296.11 | N |
| | 3/3/16-4/4/16 | 111-6022-451.62-10 | Heat Light Water & Power | 4,637.59 | N |
| | 3/3/16-4/4/16 | 111-8022-419.62-10 | Power Gas & Lubricants | 302.57 | N |
| | | | | 13,247.37 | |
| SPARKLETTS | 15010561 040916 | 111-5010-419.61-20 | Dept Supplies & Expense | 28.24 | N |
| | 15010561 040916 | 239-5040-463.61-20 | Dept Supplies & Expense | 11.59 | N |
| | 15010561 040916 | 242-5060-463.61-20 | Dept Supplies & Expense | 23.49 | N |
| | | | | 63.32 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
5-17-16**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-----------------------------------|--------------------|--------------------------|---------------------------|--------------------|-------------|
| STACY MEDICAL CENTER | 3160-15932 | 111-7022-421.56-15 | Prisoner Medical Services | 700.00 | N |
| | | | | 700.00 | |
| SUSAN CRUM | 4/16-4/30/16 | 111-0210-413.61-20 | Dept Supplies & Expense | 145.68 | N |
| | | | | 145.68 | |
| THE DUMBELL MAN FITNESS EQUIPMENT | 35818 | 111-6010-451.56-41 | Contractual Srvc - Other | 125.00 | N |
| | | | | 125.00 | |
| THE GAS COMPANY | 3/10/16-4/8/16 | 111-6022-451.62-10 | Heat Light Water & Power | 264.95 | N |
| | 3/10/16-4/8/16 | 111-8020-431.62-10 | Heat Light Water & Power | 285.51 | N |
| | 3/10/16-4/8/16 | 111-7020-421.62-10 | Heat Light Water & Power | 499.43 | N |
| | 3/10/16-4/8/16 | 111-8022-419.62-10 | Heat Light Water & Power | 281.54 | N |
| | | | | 1,331.43 | |
| TRIANGLE SPORTS | 30847 | 111-6030-451.61-35 | Recreation Supplies | 1,246.96 | N |
| | | | | 1,246.96 | |
| TRIMMING LAND CO INC | 3146 | 111-8095-431.56-60 | Contract Landscape Mantnc | 11,439.00 | N |
| | 3168 | 111-8095-431.56-60 | Contract Landscape Mantnc | 13,751.00 | N |
| | 3168 | 231-3024-415.56-41 | Contractual Srvc - Other | 211.00 | N |
| | 3183 | 231-3024-415.56-41 | Contractual Srvc - Other | 97.00 | N |
| | 3183 | 535-6090-452.56-60 | Contractual Srvc - Other | 303.00 | N |
| | 3198 | 231-3024-415.56-41 | Contractual Srvc - Other | 6,996.00 | N |
| | 3145 | 231-3024-415.56-41 | Contractual Srvc - Other | 8,122.00 | N |
| | 3150 | 231-3024-415.56-41 | Contract Landscape Labor | 630.00 | N |
| 3144 | 535-6090-452.56-60 | Contract Landscape Labor | 11,002.00 | N | |
| | | | | 52,551.00 | |
| U.S. BANK | PPE 4-24-16 | 802-0000-217.30-20 | PARS | 2,455.66 | Y |
| | PPE 4-24-16 | 802-0000-217.30-20 | PARS | 2,401.39 | Y |
| | PPE 4-24-16 | 802-0000-218.10-05 | PARS EMPLOYER | 7,611.46 | Y |
| | PPE 4-24-16 | 802-0000-218.10-05 | PARS EMPLOYER | 3,275.00 | Y |
| | | | | 15,743.51 | |
| U.S. HEALTH WORKS | 2899810-CA | 111-0230-413.56-41 | Contractual Srvc - Other | 760.00 | N |
| | 2903652-CA | 111-0230-413.56-41 | Contractual Srvc - Other | 394.00 | N |
| | 2906763-CA | 111-0230-413.56-41 | Contractual Srvc - Other | 484.00 | N |
| | | | | 1,638.00 | |
| UNIFIED NUTRIMEALS | 1975 | 111-6055-451.57-42 | Youth Nutrition Program | 1,156.00 | N |
| | | | | 1,156.00 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
5-17-16**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------------|----------------|--------------------|--------------------------|--------------------|-------------|
| V & V MANUFACTURING, INC. | 42741 | 225-7120-421.74-10 | Equipment | 117.56 | N |
| | | | | 117.56 | |
| VALLARTA COLLISION & BODY SHOP INC. | 4237 | 741-8060-431.43-20 | Vehicles - O S & M | 1,869.00 | N |
| | | | | 1,869.00 | |
| VERIZON WIRELESS | 9763894547 | 111-0210-413.53-10 | Cell Phone Allowance | 230.09 | N |
| | | | | 230.09 | |
| WALTERS WHOLESALE ELECTRIC COMPANY | 2095562-00 | 535-8016-431.61-45 | Street Lighting Supplies | 98.24 | N |
| | 2008658-00 | 535-8016-431.61-45 | Street Lighting Supplies | 319.22 | N |
| | 2007969-01 | 535-8016-431.61-45 | Street Lighting Supplies | 38.60 | N |
| | 2008517-00 | 535-8016-431.61-45 | Street Lighting Supplies | 546.43 | N |
| | 2007907-00 | 535-8016-431.61-45 | Street Lighting Supplies | 329.82 | N |
| | 2007599-01 | 535-8016-431.61-45 | Street Lighting Supplies | 429.06 | N |
| | 2007804-00 | 535-8016-431.61-45 | Street Lighting Supplies | 51.95 | N |
| | 2009369-00 | 535-8016-431.61-45 | Street Lighting Supplies | 86.07 | N |
| | | | | 1,899.39 | |
| WELLS FARGO | 2412157 | 111-0110-411.53-10 | Cell Phone Allowance | 22.90 | N |
| | 2479262 | 111-0110-411.58-19 | Karina Macias | 570.00 | N |
| | 2479262 | 111-0110-411.58-19 | Karina Macias | 50.00 | N |
| | 2479262 | 111-0110-411.58-20 | Valentin Palos Amezcuita | 570.00 | N |
| | 2479262 | 111-0110-411.58-21 | Marilyn Sanabria | 50.00 | N |
| | 2479262 | 111-0110-411.58-21 | Marilyn Sanabria | 570.00 | N |
| | 2479262 | 111-0110-411.58-22 | Jhonny Pineda | 570.00 | N |
| | 2479262 | 111-0110-411.58-22 | Jhonny Pineda | 50.00 | N |
| | 2479262 | 111-0110-411.58-23 | Graciela Ortiz | 50.00 | N |
| | 2479262 | 111-0110-411.58-23 | Graciela Ortiz | 570.00 | N |
| | 04/20/2016 | 111-0110-411.61-20 | Dept Supplies & Expense | 58.77 | N |
| | 2412157 | 111-0210-413.53-10 | Cell Phone Allowance | 12.58 | N |
| | 2469216 | 111-0210-413.61-20 | Dept Supplies & Expense | 50.00 | N |
| | 2469216 | 111-0210-413.61-20 | Dept Supplies & Expense | 134.22 | N |
| | 2422443 | 111-5010-419.61-20 | Dept Supplies & Expense | 87.00 | N |
| | | | | 3,415.47 | |
| WELLS FARGO BANK-FIT | PPE 4-24-16 | 802-0000-217.20-10 | Federal W/Holding | 56,888.60 | Y |
| | | | | 56,888.60 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
5-17-16**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|------------------------------|-----------------------|-----------------------|--------------------------|---------------------------|--------------------|
| WELLS FARGO BANK-MEDICARE | PPE 4-24-16 | 802-0000-217.10-10 | Medicare | 7,304.34 | Y |
| | | | | 7,304.34 | |
| WELLS FARGO BANK-SIT | PPE 4-24-16 | 802-0000-217.20-20 | State W/Holding | 17,605.80 | Y |
| | | | | 17,605.80 | |
| WESTERN EXTERMINATOR COMPANY | 4052260 | 111-8022-419.56-41 | Contractual Srvc - Other | 47.00 | N |
| | | | | 47.00 | |
| XEROX CORPORATION | 84458239 | 111-7030-421.44-10 | Rent (Incl Equip Rental) | 575.06 | N |
| | 84458238 | 111-8020-431.43-05 | Office Equip - O S & M | 128.36 | N |
| | 84458238 | 285-8050-432.43-05 | Office Equip - O S & M | 128.35 | N |
| | 84458238 | 681-8030-461.43-05 | Office Equip - O S & M | 128.35 | N |
| | | | | 960.12 | |
| XPRESS FLEETWASH LLC | 6177 | 741-8060-431.43-20 | Vehicles - O S & M | 1,365.00 | N |
| | | | | 1,365.00 | |
| YAZMIN CHAVEZ | 160427194742 | 111-0230-413.61-20 | Dept Supplies & Expense | 11.80 | N |
| | | | | 11.80 | |
| YESENIA GOMEZ | 4/27/16-4/29/16 | 111-1010-411.59-15 | Professional Development | 40.28 | N |
| | | | | 40.28 | |
| ZAIDA BRITO | 57890/58822 | 111-0000-228.20-00 | Deposit Refund | 200.00 | N |
| | | | | 200.00 | |
| | | | | 925,885.98 | |



CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report

May 17, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**MEDICAL MARIJUANA BUSINESS PERMIT (MMBP) EVALUATION AND
AWARDING OF PERMIT(S)**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider the MMBP applications;
2. Each Council Member may nominate up to five (5) applicants for the interview process;
3. Interview all applicants that received at least two (2) nominations from City Council Members;
4. Deliberate and award up to three (3) MMBPs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Ordinance Nos. 2016-945 and 2016-946, medical marijuana businesses may be established within the City of Huntington Park. Specifically, Ordinance No. 2016-945 permits medical marijuana businesses (i.e. cultivation, dispensary, delivery) within the Industrial/Manufacturing Planned Development (MPD) zone only.

Ordinance No. 2016-946 established a permit process for MMBP applications and set regulations for proposed medical marijuana businesses.

It is recommended that the City Council evaluate the MMBP applications, nominate and interview applicants consistent with the city guidelines and related administrative policy, and award up to three (3) MMBPs.

FISCAL IMPACT/FINANCING

If any MMBPs are awarded, all medical marijuana sales within the City are subject to the general sales tax rate applicable to Huntington Park. MMBPs will also be subject to a City Business license fee, regulatory permit fee, and any fees agreed upon by the City and the permittee, within a memorandum of understanding.

MEDICAL MARIJUANA BUSINESS PERMIT (MMBP) EVALUATION AND AWARDING OF PERMIT(S)

May 17, 2016

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MMBP applications were made available on April 14, 2016. All MMBP applications were due by 5:30 p.m. on May 4, 2016.

A total of thirty (31) applications were submitted for evaluation. All applications were issued a case number (i.e. MMBP 16-01). Applications were redacted and are only identified by the case number.

Applications were not required to include a specific location at this time; however, any proposed site would be required to comply with the requirements stipulated in Ordinance No. 2016-945 and Ordinance No. 2016-946.

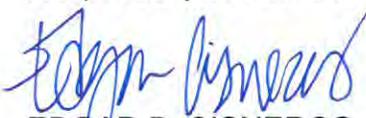
The City Council may approve, conditionally approve, deny, or continue application requests. If the City Council denies applications, applicants have signed an agreement waiving all rights to appeal the City Council's decision. The City Council's decision is final.

If the City Council awards MMBP(s), applicants will be required to work with the Planning Division to ensure the proposed location is in full compliance with Ordinance No. 2016-945 and Ordinance NO. 2016-946. The award of a MMBP will not become final and effective unless and until the applicant satisfies all conditions and requirements stipulated in Ordinance No. 2016-945 and Ordinance No. 2016-946.

CONCLUSION

After considering, evaluating, and interviewing proposed MMBP applications/applicants, the City Council will determine the most qualified applicants and may award up to three MMBPs. If no MMBPs are awarded, the City Council may consider opening the application submittal process once again.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report



May 17, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SUNFLOWER SYSTEMS FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY'S CAPITAL ASSETS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the provision of a City-wide physical inventory of the City's capital assets to be carried out by the Sunflower Systems; and
2. Authorize the City Manager to execute the agreement, the form of which is provided with this staff report.

DISCUSSION

The City has many tangible assets that have been purchased for use in its day-to-day operations and from which it derives economic benefit. Assets include property, equipment, buildings and their components, building improvements, other infrastructure, vehicles, computer hardware, peripheral equipment, electronics and the like. These assets all have monetary value to the City and need to be accounted for and treated accordingly. Historically, the City has used a threshold of \$5,000 for items to be recorded as a capital asset. With the necessity to satisfy multiple objectives such as grants reporting and the City's own need to be able to track valuable items, it is likely that the recordation threshold will be reduced to \$2,500, clearly increasing reporting requirements at the department level, largely in Public Works and the Police Department.

Of equal importance as executing the physical inventory is the commitment to reporting all acquisitions, dispositions and salvages by each and every department, timely and accurately to ensure that the asset inventory remains relevant and current.

The City's practices in this regard have been non-existent for several years. Since 2009 when the last inventory appears to have been undertaken, many subsequent purchases and dispositions have gone unreported and unrecorded in the City's books. This should

AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY’S CAPITAL ASSETS; AND AUTHORIZATION TO THE CITY MANAGER TO EXECUTE SUCH AGREEMENT

May 17, 2016
Page 2 of 4

be unacceptable to the City; it is unacceptable to federal agencies with whose funding many assets have been acquired and subsequently disposed. Precipitated by the City’s FY 13/14 Single Audit and in response to such audit, the City’s CFO prepared written procedures to be implemented to ensure the appropriate accounting of assets, plus a physical inventory every two years as is the federal requirement.

Conducting a physical inventory is the needed first step; equally critical are the procedural steps, internal controls and compliance with the internal controls. While compliance falls to the Finance Department with control over payment, department heads are equally accountable to ensure procedures are carried out within their respective departments and enforceable at the purchase order request level. The new procedures are already being phased in with full implementation by the end of FY 15/16.

RFP PROCESS AND EVALUATION PROCESS

With the foregoing objectives in mind, Finance staff issued a request for proposals (RFP) for the physical inventory services on February 17, 2016. A list of potential vendors was compiled from a variety of sources including neighboring cities and online

| Firm | Vendors List | Submitted Proposal |
|-------------------------------|---------------------|---------------------------|
| Albany Inventory Services | X | |
| Blue Chip Inventory Services | X | |
| CBIZ Valuation Group | | X |
| Honeywell | | X |
| Inventory Professionals, Inc. | X | |
| RGIS | X | |
| Sunflower Systems | X | X |
| WIS International | X | |

research. Electronic copies of the RFP were emailed to the firms indicated, and the RFP posted on the City’s website. The City received a total of three proposals from CBIZ Valuation Group, Honeywell and Sunflower Systems on the March 31 due date.

Differentiating Characteristics among Proposing Firms. In writing and assessing proposals over many years, firms that stand out during the proposal and interview process are firms whose core business is the service which is being contracted and that are able to bring added value by way of best practices, business insights and processes/products that enhance the business. These types of firms tend to set themselves apart from firms that are cross selling an ancillary product.

The selection team comprising the Police Chief, Lieutenant, Public Works Supervisor, GL Accountant, Senior Financial Analyst and CFO offer the following insights as to their firm selection methodology:

- (1) **CBIZ.** Relative to the City’s required scope of services, the disqualification in CBIZ’ proposal is that they do not inventory rolling stock (traditionally locomotive-related,

AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY’S CAPITAL ASSETS; AND AUTHORIZATION TO THE CITY MANAGER TO EXECUTE SUCH AGREEMENT

May 17, 2016

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now includes vehicles), fundamental to an entity that has several police and public works vehicles and for which we do not have accurate accounting and depreciation schedules. As a result, CBIZ’ proposal was eliminated from further consideration.

(2) Honeywell

- (a) Honeywell’s proposed team included the use of sub-consultants to conduct the inventory, an approach that wasn’t viewed desirable by the selection team. The fundamental reason for inviting firms to an interview is to have a direct dialogue with the individuals assigned to the engagement. No one on the Honeywell team would have been directly involved in carrying out the inventory; and
- (b) Further to the point of core personnel not being present is that Honeywell stumbled on the question of remote inventorying of assets.

(3) Sunflower

- (a) This is Sunflower’s core business, demonstrated both in the proposal and in the interview by way of a very well-developed and thoughtful approach to the engagement;
- (b) The firm demonstrated the use of technology to improve project delivery, a process important to the Finance Department which wants transmission of financial data directly to its financial system;
- (c) Staff showed an extensive understanding of inventory processes and regulations at the Federal level; and
- (d) The team’s seemingly thorough understanding and experience with industry best practices and standards regarding asset management and internal controls.

COST CONSIDERATIONS AND PROPOSED TERM OF THE AGREEMENT

The accompanying table indicates the proposed cost associated with each bidder’s proposal.

| Bidder | Initial Pricing |
|---------------|------------------------|
| CBIZ | \$17,900 |
| Honeywell | 38,717 |
| Sunflower | 29,858 |

While it would appear that CBIZ was the lowest cost provider, their suite of services related to the proposed engagement was incomplete relative to the proposal requirements and competitor submissions. Thus, pricing isn’t an apples-to-apples comparison.

While Honeywell’s bid was the highest, that fact was not the primary consideration in the selection team’s ultimate decision.

AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY'S CAPITAL ASSETS; AND AUTHORIZATION TO THE CITY MANAGER TO EXECUTE SUCH AGREEMENT

May 17, 2016

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The selection of Sunflower. This was an active, positive decision; it was not a process of elimination. The selection team valued the Sunflower approach to the City's engagement, our own enlightenment as a result of a meaningful dialogue and interaction during the interview process, and their demonstrated ability to carry out the desired scope of services within the specified timeframe.

Sunflower Final Pricing. During the course of the interview and subsequent reflection, it became clear to the selection team that we ran the risk of carrying out a physical inventory without financial system interface with enhanced internal controls. As such, we requested the add-on of additional service priced at \$9,427 thereby bringing the total Sunflower service delivery cost to \$39,285.

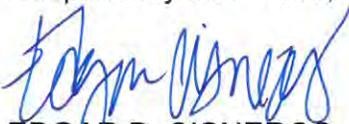
FISCAL IMPACT

No additional appropriation is required as funds will be transferred from existing appropriations made within FY 15/16 budget. The cost of the project will be paid from existing appropriations (for other purposes) which include \$24,285 from the City's operating fund and the remaining amount of \$15,000 from non-general fund sources

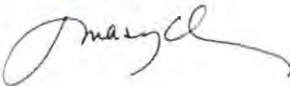
RECOMMENDATION

Staff recommends Council provide authorization to the City Manager to execute the agreement with and engage Sunflower to carry out an inventory process to completed within the next 90 days.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Jan Mazyck
Interim Director of Finance/City Treasurer

ATTACHMENTS

- A – Capital Asset Inventory Request for Proposals
- B – Sunflower Proposal
- C – Draft Sunflower Agreement

ATTACHMENT A

City of Huntington Park



HUNTINGTON PARK
Request for Proposals

Physical Inventory of Capital Assets

January 6, 2016

Proposal Due Date:

February 17, 2016

4:30 pm, Pacific Standard Time

Submit proposals by email to:

Art Cueto

Senior Analyst

acueto@hpca.gov

Proposal Contact:

Art Cueto

Senior Analyst

acueto@hpca.gov

323-584-6315

Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

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Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

I. INTRODUCTION

A. General Information

The City of Huntington Park is requesting proposals from qualified firms to conduct a Physical Inventory of the City's Capital Assets. This service will include the collection and review of the City's existing listing of capital assets, conducting the physical inventory of all City-owned assets (vehicles and equipment) whose value exceeds \$5,000, and reconciliation of the City's existing list of capital assets with the data collected during the inventory.

Electronic copies of the proposal must be received via email no later than **4:30 PM on Wednesday, February 17, 2016**. Emails must be addressed to Art Cueto, Senior Analyst at acueto@hpca.gov.

Questions concerning the contents of this request for proposals (RFP) must be emailed to acueto@hpca.gov. City staff will provide written responses to all questions received on or before **4:30 PM on Wednesday, January 27, 2016**. All questions will be responded to at once. All firms that have submitted a question will receive responses to all questions.

The City reserves the right to request additional information or clarification from proposers, to allow for the correction of errors or omissions during the review process, to reject any or all proposals, to waive any non-material irregularities or information contained in any proposal, and to accept or reject any item or combination of items. Firms submitting proposals may be required to make oral presentation as part of the evaluation process and/or to submit best and final offers (BAFOs) at the City's discretion.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

It is anticipated that the selection of a firm will be completed by mid-March 2016. A recommendation and proposed contract will be prepared for review and approval by the City Council at its March 15, 2016 meeting.

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B. Terms of Agreement

It is the intent of the City to contract for the services presented herein for six (6) months.

C. Background

The City of Huntington Park is located approximately 4.5 miles southeast of downtown Los Angeles. It encompasses an area of approximately 2.8 square-miles and has a population of 58,654 residents. The City maintains a listing of the capital assets it owns (assets valued in excess of \$5,000) within its financial accounting system (i.e. "Capital Asset Module"). The Capital Asset Module currently contains 2,392 individual assets that include vehicles, equipment, and tools.

The City seeks to improve its accounting of capital assets as a means of enhancing its financial integrity. The City's previous physical inventory was conducted in 2009 and thus, the Capital Asset Module's accuracy has not been systematically verified in six years. This lack of institutional control has resulted in federal audit findings and thus, the City seeks to correct this issue in an expedient manner. But of equal importance, the City seeks to use this physical inventory as a basis for developing regular procedures and practices that will allow for the improved accounting and management of its capital assets.

II. SCOPE OF WORK

A. Description of Services

At a minimum, the Contractor will be expected to perform the following services for the City:

- Perform a physical inventory of all City-owned capital assets including vehicles and equipment located at various City facilities including, but not limited to City Hall, the Huntington Park Police Department, Huntington Park Public Works Yard, and parks/community centers.
- Provide the City with a detailed listing of all existing capital assets inventoried including identification of any missing assets.
- Reconcile the results of the physical inventory with the City's financial records.

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Physical Inventory of Capital Assets Request for Proposals

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B. Tasks

1. Data Collection

The Contractor will meet with City staff to collect available data regarding the City's capital assets. Staff will provide the Contractor with the most recent capital assets listing that contains the following information:

- Description (make, model, year)
- Serial/VIN number
- License plate number
- Asset number
- Location
- Acquisition date
- Cost
- Capitalization date
- Net book value

City staff will assist the Contractor with scheduling the dates in which the inventories are to take place at the different City facilities. It is anticipated that an inventory may take several days to complete at a specific location depending on the availability of assets such as transit or police vehicles. City staff will also provide the Contractor with information regarding the location of each City facility where the inventories will take place and appropriate staff contacts.

2. Staffing, Equipment, and Materials

The Contractor will provide all staffing, equipment, and materials required to perform the physical inventory. Equipment and materials may include, but are not limited to hand-help optical reader that can be used to input asset information on-site, inventory tags to be affixed to each asset that include unique identification numbers and corresponding bar codes, computer hardware and software to be used in downloading and processing inventory data, vehicles required to transport Contractor staff, etc.

3. Physical Inventory

The Contractor will use the capital asset listing provided by City staff to visually verify the existence and location of the City-owned capital assets, identify any capital assets not contained in the City's listing, and identify any missing capital assets. The Consultant will perform the following tasks as part of the physical inventory:

- Visually identify of each capital asset

Physical Inventory of Capital Assets Request for Proposals

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- Verify the accuracy of the information contained in the City's Capital Asset Module
- Affix new inventory control tags to each capital asset and record each asset's new inventory number. The inventory control tags must contain a unique identification number and corresponding bar code that will allow for electronic reading of the identification number. New tags will be affixed to all capital assets regardless of the presence of an existing inventory tag. The Contractor will record each asset's existing and new inventory control numbers if that asset has been previously assigned such a number. (Note: City staff may request that specific capital assets not be tagged due to legal or security reasons. In this event the Contractor will record the asset's serial or VIN number as its inventory control number.)
- Photograph each capital asset. The digital photographs must show an overall view of the asset, the asset's serial/VIN number, license plate number, and any other unique characteristics (if applicable). Digital photographs must be stored as jpg files and tagged with each asset's identification number.
- List capital assets identified during the physical inventory that are not included in the Capital Asset Module. If this occurs, the Contractor must collect all applicable information from the capital asset. The Contractor will provide City staff with a separate listing of all capital assets identified during the physical inventory that are not included in the Capital Asset Module.
- Identify capital assets that are shown in the Capital Asset Module but that were not identified during the physical inventory. The Contractor will provide City staff with a separate listing of the missing capital assets.

4. Inventory Data Review

The Contractor will organize the capital inventory data in a Microsoft Excel workbook that contains the following:

- Worksheet 1 – All items from the City's list of capital assets that were found in during the physical inventory.
- Worksheet 2 – A list of all capital assets that were not found during the physical inventory or after appropriate follow-up.
- Worksheet 3 – A list of all assets that meet the City's capital asset requirements that were visually identified during the physical inventory but are not shown in the City's list of capital assets.

The Contractor will review this data with City staff in order to verify its accuracy and to correct any discrepancies. The data contained in this workbook will be formatted in a manner that will allow it to be directly uploaded to the Capital Asset Module contained in the City's "Sunguard HTE" financial reporting system.

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5. Final Report

The Contractor will provide a report detailing the process used, any unusual findings, clarifications about the information contained in the worksheets listed above, and any other information that will assist the City with updating its records. The report will also include the description of an effective process for developing an annual update of the revised listing of capital assets based on the information collected as part of the physical inventory.

III. SCHEDULE

The City anticipates that the physical inventory will be completed within four months of the contract award based on the following conceptual schedule:

| Task | Completion |
|---------------------------------------|-------------------|
| Contract award | March 15, 2016 |
| 1. Data Collection and review | March 2016 |
| 2. Staffing, Equipment, and Materials | Ongoing |
| 3. Physical Inventory | April 2016 |
| 4. Inventory Data Review | April 2016 |
| 5. Final Report | May 2016 |
| Project Completion | June 2016 |

IV. PROPOSAL FORMAT AND CONTENTS

A. Purpose

Please demonstrate your firm's qualifications to conduct a physical inventory of the City's capital assets in conformance with this RFP's requirements. We invite you to use your response as a means of educating City staff with regards to the best practices and technologies for conducting a physical inventory and managing its capital assets.

B. Format

Proposals are limited to 20 pages in length, not including the title page and table of contents. It should be prepared simply and economically to provide a straightforward and concise description of the Firm's capabilities to satisfy this RFP's requirements. A proposal's substance will carry more weight than its form. Information with regards to a firm's qualifications, approach, and staffing must be presented in a clear and concise manner. It must be submitted via email as a PDF file.

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C. Submittal Requirements

The following subjects represent the criteria that will be used to evaluate your firm's ability to successfully provide the services described in this RFP. Thus it is critical that a firm's proposal fully include all items listed below and clearly present the information needed to support a firm's technical capabilities and experience.

A complete proposal must contain the following sections presented in the following order.

1. Title Page

The title page must include the RFP's title; your firm's name and address; name, title, telephone number, and email address of your firm's primary point of contact, and the date of the proposal.

2. Table of Contents

The table of contents must identify the proposals contents by section and page number. Cross referencing to the section and page number in the RFP is helpful.

3. Transmittal Letter/Executive Summary

The transmittal letter must be presented in the form of an executive summary that provides a brief summary of the contents of your firm's proposal. In addition, the cover letter must also confirm the acceptance of, or exceptions to the terms and conditions included in Exhibit A – Anticipated Form of Contract, and the name, title, telephone number, and email address of the person(s) authorized to represent your firm. The transmittal letter must state that the both the technical and fee proposals are valid for 90 days as of February 3, 2016.

4. Staffing and Qualifications

A firm must be able to demonstrate how its staff will be managed and deployed in order to work in a collaborative manner with City staff to provide the services identified in this RFP. The City places a high priority on a firm's ability to work closely with City staff both on-site and remotely, provide the requested information in a clear and concise manner, and to provide technical support as needed.

Please provide the following information about how your firm will staff this engagement:

- a. Provide the names of each of your staff members assigned to this engagement and indicate each individual's role.
- b. Identify who will serve as the project manager and the primary point of contact with City staff.
- c. Provide a staffing plan that shows how your firm will adequate staffing levels to ensure that it will be able to provide the services identified in this RFP in a timely and cost-effective manner.

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5. Technical Approach

Please fully respond to the following:

- a. Please describe your firm's proposed service model given the City's proposed scope of work and its existing challenges.
- b. What technologies are most compatible or best meet the City's needs based on your firm's proposed service model?
- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of conducting similar inventories for other municipal agencies or public sector clients?
- d. Identify any unique or innovative ways in which your firm has worked with its clients to address issues related to the ongoing accounting of their capital or physical assets.
- e. The City's financial reporting system is "Sunguard HTE". This system contains the Capital Asset Module that is to be revised at the end of this engagement. Is your firm familiar with or has previous experience working with this financial system, and how do you propose to integrate the inventory data into the system?
- f. Does your firm have experience in conducting similar inventories for local police departments or public safety agencies? If so, describe your firm's experience in conducting inventories of assets forfeited as the result of a crime.

You are encouraged to include any additional tasks or services not included or identified in the scope of work, or proposed modifications to the Scope of Work that you feel are necessary in order to provide the services requested in this RFP. Clearly state the reasons why these tasks or services are required, and include their costs as "Optional Costs" in your cost proposal.

6. Experience

Summarize your firm's experience over the past five (5) years in providing similar services to municipal clients. This information must include the following information and be presented in tabular form.

- a. Client's name and address
- b. Contact person's name, telephone number, and email address
- c. Length of engagements (start and end dates)
- d. Type and volume of assets inventoried

In a separate table, provide the name and contact information of three professional references that may include current and previous clients.

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7. Schedule

The City's goal is to have the capital inventory completed no later than June 30, 2016. Please provide the following information related to this timeframe.

- a. Explain how your firm's previous experience will be used to achieve this goal in a cost effective manner.
- b. Provide a preliminary work plan that consists of the necessary tasks, activities, and staffing required to produce the required physical inventory and revised Capital Asset Module on or before June 30, 2016. The work plan should identify specific milestones and deliverables.

8. Cost

Please provide an estimated cost for providing these services based on the information contained in the scope of work contained in this RFP. This should include both direct and any indirect costs and reimbursable costs/expenses.

V. PROPOSAL SUBMITTAL

A. Instructions

All proposals must be submitted to the City in the required format and received on or before the date and time shown below. Any proposals received following the stated deadline will be deemed unresponsive and will not be reviewed or evaluated by City staff.

| | |
|--------------------------|---|
| Proposals due: | Wednesday, February 17, 2016 |
| Time: | Proposal must be received no later than 4:30 PM (Pacific Standard Time) |
| Proposal format: | PDF files attached to an email |
| Submittal method: | Proposals must be emailed to acueto@hpca.gov |

B. Questions Regarding This RFP

City staff will respond to all questions regarding this RFP received on or before 4:30 PM on Wednesday, January 27, 2016. Email all questions to Art Cueto at acueto@hpca.gov. A complete listing responses to all the questions received will be emailed to all firms who have requested a copy of this RFP and those that emailed questions. Staff will not respond to questions received via telephone or in person.

Staff will issue an RFP addendum if any question received results in a modification or change to the contents of this RFP.

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VI. EVALUATION PROCEDURES

A. Proposal Review

The City anticipates to award an agreement for the services contained in this RFP to the selected Contractor by mid-March 2016 based on the following schedule:

| Activity | Date |
|--|-------------------|
| Issue RFP | January 6, 2016 |
| Last day to submit questions | January 27, 2016 |
| Proposals due | February 17, 2016 |
| Oral interviews (at City's discretion) | February 23, 2016 |
| BAFOs due (City's discretion) | February 25, 2016 |
| Contract award by City Council | March 15, 2016 |

B. Evaluation Criteria

The proposals will be evaluated using three sets of criteria. The following represent the principal selection criteria that will be used during the evaluation process.

1. Mandatory Elements (Pass/Fail)

- a. Evidence that the proposed is licensed to do business in California
- b. Submission of the proposer's current SSAE 16 report
- c. The firm's adherence to the RFP's instructions with regards to content and organization.
- d. Proposal submitted in the required format and on or before the submittal deadline identified in this RFP.

2. Technical Qualifications (60 %)

The evaluation of a proposer's technical qualifications will be based on its experience and performance on previous similar engagements, thoroughness of the proposer's approach in providing the services identified in this RFP, and adequacy of the proposed staffing plan to provide the required services.

3. Price (40 %)

VII. FORM OF CONTRACT

The City anticipates that the final contract will be substantially in the form and substance as the sample included in Exhibit A. Proposers shall affirmatively state that they accept all terms and conditions included in Exhibit A, or proposers may suggest alternative language for specific terms or conditions along with their

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rational for requesting such changes. The City, in its sole discretion, may accept, decline, or negotiate any or all of the proposer's suggested changes.

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Physical Inventory of Capital Assets Request for Proposals

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Exhibit A – Form of Contract

PROFESSIONAL SERVICES AGREEMENT (Engagement: Capital Assets Physical Inventory)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 20____ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and [____REPLACE WITH NAME OF CONSULTANT____], a [____REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (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 SERVICES: 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 Services”**). 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 Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement will become effective on the date written above, and will continue for the period of six (6) months. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause
- 1.3 COMPENSATION:
- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT____] (hereinafter, the “Approved Rate Schedule”).
 - B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [____REPLACE WITH NOT-TO-EXCEED SUM____] (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any

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single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. 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.

A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the annual presentation to the City Council and completion of any follow up that results from City Council direction, if any.

B. 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 day** 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 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 Services, 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 Superintendent and **[REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT_____]** (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 **[INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR**

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PURPOSES OF CONTRACT ADMINISTRATION _____] 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.

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,

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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 re-assigned to perform any of the Work.
- 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

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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.
 - 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 registered to do business 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

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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.
- 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 and annually thereafter. 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

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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 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 7.1 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")

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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 5.2.B 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 5.2 B.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 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 Services; (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

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

Physical Inventory of Capital Assets Request for Proposals

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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 if disclosure is 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:

CONSULTANT:

[REPLACE WITH Business Name of Consultant]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of Consultant's chief contact]

Phone: [REPLACE WITH Phone Number]

Fax: [REPLACE WITH Fax Number]

Email: [If available, REPLACE WITH e-mail or simply delete]

CITY:

City of Huntington Park

Finance Department

6550 Miles Avenue

Huntington Park, CA 90255-4393

Attn: [Title of CITY Contact]

Phone: [REPLACE WITH Dept Phone]

Fax: [REPLACE WITH Dept Fax]

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

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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 is 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.
- 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

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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, limits, 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 6.15, 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.

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 HUNTINGTON PARK:

By the: _____
City Manager

**[REPLACE WITH BUSINESS NAME OF
CONSULTANT, E.G., ACME CORP., A
CALIFORNIA CORPORATION ETC.]:**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Sunflower Systems Proposal for The City of Huntington Park

Physical Inventory of Capital Assets

April 26, 2016



Sunflower Systems

2420 Camino Ramon, Suite 130

San Ramon, CA 94583

Nicola McCarthy

Email: nmccarthy@sunflowersystems.com / Cell: (858) 775-4864

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Executive Summary

Annams Systems Corporation doing business as (DBA) Sunflower Systems is pleased to present the City of Huntington Park with the following proposed physical inventory solution as per the City's RFP. Sunflower Systems is a proven enterprise asset management solutions company specializing in the deployment of asset management services, software tools and business processes. Sunflower's portfolio of solutions enables organizations, such as the City of Huntington Park, to improve decision-making, accountability and regulatory compliance for all types of assets. Sunflower Systems has supported the asset management needs of government organizations, universities, federal agencies, contractors, and national laboratories since 1997.

Sunflower Systems will provide the City of Huntington Park with the best value and lowest risk solution for the City's capital asset inventory due to the following reasons:

- We are proposing a fixed price solution that includes tags, services, technology, and travel
- Our proposed team members have over 40 years of combined asset management experience
- We are proposing locally experienced, full time employees of Sunflower Systems as the inventory team. No subcontractors will be utilized.
- We have 100% control over all solution components – Our hardware, our software, our employees, and our tags. This approach provides accurate timelines, ability to accommodate for client schedule adjustments, and reliable and proven success.

Our comprehensive proposal and supporting documentation addresses all elements outlined in the City of Huntington Park's Physical Inventory of Capital Assets RFP including: Staffing and Qualifications, Technical Approach, Experience, Schedule, and Cost. Given our enterprise approach from both a services and software perspective, we believe we offer a unique ability to efficiently and effectively conduct a physical inventory of the city's capital assets and reconcile the city's existing list of capital assets with the data collected during the inventory process.

Annams Systems Corporation DBA Sunflower Systems accepts all terms listed in Exhibit A. Sunflower Systems is licensed to do business in California (evidence is listed in Appendix A of this proposal). If there are any questions about our proposed response, please contact:

Nicola McCarthy
Vice President
Cell: (858) 775-4864
Email: nmccarthy@sunflowersystems.com

Both the technical and fee proposals are valid for 90 days as of March 31, 2016.

Thank you very much for the opportunity to respond to this RFP. We trust we will earn the chance to work with the City of Huntington Park and look forward to helping you achieve your physical inventory goals.

Sincerely,

Nicola McCarthy

Nicola McCarthy
Sunflower Systems

Staffing and Qualifications

Annams Systems Corporation, doing business (DBA) as Sunflower Systems, is an enterprise asset management solutions, services and software company specializing in the deployment of software tools and business processes to simplify asset management tasks. Sunflower Systems is uniquely positioned to provide the City of Huntington Park with the necessary skills and expertise needed to successfully complete a full physical inventory of all City capital assets.

Sunflower Systems offers a wide range of services including physical inventory services, asset management policy and procedure review, software implementation, training, consulting and operational support. Corporate Headquarters are located in San Ramon, CA, and a Solutions office is located in Santa Monica, CA. Additionally, an East Coast Solutions office is located in Washington, DC.

Specific information on our staffing plan is outlined in italics below each bolded RFP requirement:

- a. Provide the names of each of your staff members assigned to this engagement and indicate each individual's roles.**

Sunflower Systems Response: In order to successfully complete the requirements listed in the RFP, Sunflower Systems will be staffing this project with a project manager and 4 functional technicians. The project manager assigned will be Christopher Thwaites. Christopher Thwaites is a certified Project Management Professional (PMP), and also a Certified Personal Property Specialist (CPPS). Christopher has been leading teams responsible for physical inventory activities for over 10 years. Christopher will be responsible for all project deliverables, and overseeing and conducting all physical inventory scans, as well as generating and verifying the final data workbook and report. Additional team members involved in the physical inventory activities will include Danielle Lyons, Skip Adolph, Jeff Polyak and Meg Lombardo. Christopher, Danielle, Skip, Jeff and Meg will be responsible for on-site visits to each of the City of Huntington locations, as well as the physical scanning of the assets. Specific team members involved in the scanning at each site will be dependent on the schedule desired by the City, as well as the location of the site.

All our identified team members have a deep understanding of asset management and physical inventory processes, as well as the technology that will be utilized throughout the inventory. Highlights of team member experience includes the following: Danielle oversaw 220,000 assets across 9 campuses at the Los Angeles Community College District (LACCD), and was responsible for the physical inventory

activities associated with these 220,000 assets; Jeff has over 13 years of experience in the asset management industry; Meg has led Sunflower Systems’ asset management activities for the entertainment industry, including the tagging, tracking, inventory, and reconciliation of equipment, costumes and set decoration assets used in the production of television programming; and, Skip has over 20 years of experience in the asset management industry, which started as a property manager practitioner and now includes process improvement, data collection and improvement, as well as inventory reconciliations. With 5 team members as part of our City team, we will have the ability to scale for faster delivery as well as client availability requirements. All team members will provide on-site and remote support, and will meet with City staff throughout the project.

b. Identify who will serve as the project manager and the primary point of contact with City staff.

Sunflower Systems Response: Christopher Thwaites will serve as Project Manager on the Sunflower Systems team and the primary point of contact for City staff.

c. Provide a staffing plan that shows how your firm will provide adequate staffing levels to ensure that it will be able to provide the services identified in this RFO in a timely and cost-effective manner.

Sunflower Systems Response: The below staffing plan outlines the activities that will be performed during this project, as well as the Sunflower Team members that will be involved in each of these activities. Sunflower Systems is dedicated to the successful completion of the City’s physical inventory and will be providing team members that are knowledgeable in the Sunflower tools, the physical inventory process, as well as best practices regarding asset management lifecycle activities.

| City of Huntington Park Preliminary Work Plan and Staffing Plan | | |
|---|--|--|
| Task | Activities | Sunflower Systems Staff |
| Project Planning | <ul style="list-style-type: none"> Data review and collection Create project management plan (Scope, Time, Cost, Quality, HR, Communication) Approvals of project management plan | 1 Project Manager (Christopher Thwaites) |
| Execution of Inventory | <ul style="list-style-type: none"> Tagging Process and photo capture Reconciliation Initial workbook and report generation | 1 Project Manager (Christopher Thwaites); 4 Technicians (Danielle Lyons, Meg Lombardo, Jeff Polyak, Skip Adolph) |

| | | |
|--------------------------------|---|--|
| Final Reporting & Deliverables | <ul style="list-style-type: none"> • Finalize all data; check for discrepancies • Approval on final data reports • Map final data for upload to Sunguard HTE | 1 Project Manager (Christopher Thwaites) |
|--------------------------------|---|--|

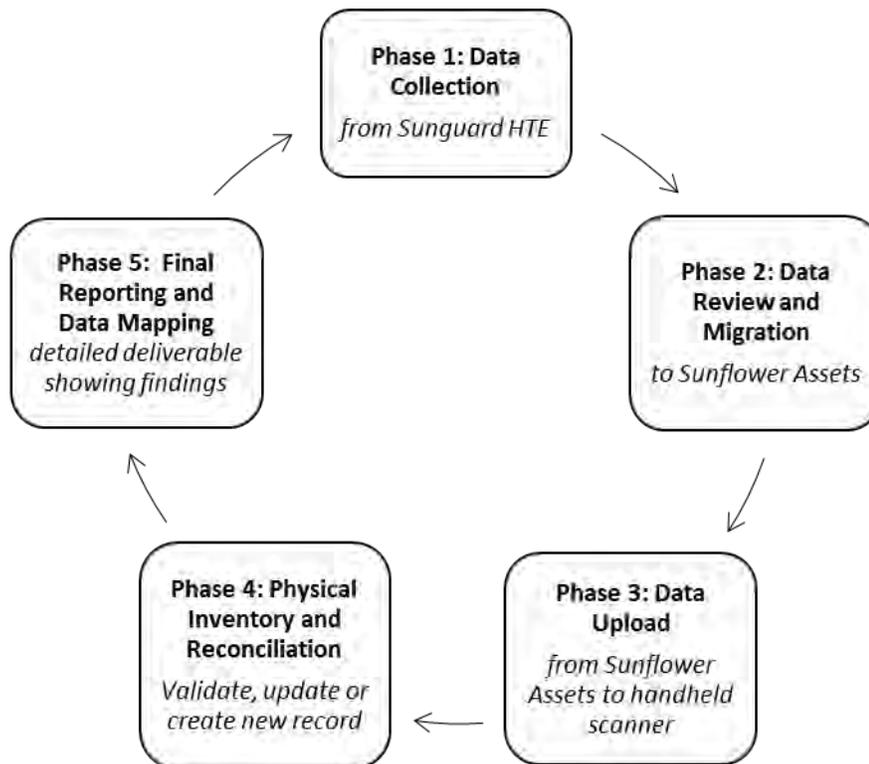
Technical Approach

Sunflower Systems’ technical approach response to each item listed in section 5 of the RFP is in italics below each bolded requirement.

- a. Please describe your firm’s proposed service model given the City’s proposed scope of work and its existing challenges.**

Sunflower Systems Response: In order to support the City of Huntington Park physical inventory requirements, our team members will utilize a combination of software, services, and deep industry and asset management knowledge. On the software side, our team members will use Sunflower Assets, our enterprise asset management software solution, in order to cleanse, manage, reconcile, and report on all asset records provided by the City of Huntington Park and those collected during the physical inventory phase. On the services side, our team members involved in the project will bring over 40 years of combined asset management and physical inventory knowledge to the City. Our team members will follow best practices and industry standards, while utilizing a best of breed software product, in order to ensure the City’s capital asset physical inventory is completed based on all requirements and timeframes listed in the RFP.

Our proven physical inventory service model follows a five phased implementation approach, outlined below, and demonstrates how we would apply our expertise on order to meet the needs of City of Huntington Park’s physical inventory project.



During Phase 1, the data collection phase, our team members will meet with city staff to collect all available data for the city's capital assets. Sunflower team members will work both on-site and remotely with city staff to understand the data, as well as any data issues that may exist.

During Phase 2, Sunflower team members will migrate the existing city's capital asset data into Sunflower Assets, our asset management software tool. The migration of this data will be performed through an Excel upload template, and will ensure improved efficiencies and effectiveness during the subsequent physical inventory process.

Once the data resides within Sunflower Assets, Sunflower team members will send the data from Sunflower to our integrated mobile handheld scanners. All reference and asset data will reside on an encrypted file within each scanner.

Following the completion of phase 3, our team members will begin the physical inventory process. Phase 4 is where the bulk of the inventory functions will be performed. During this phase our team members will visit each City of Huntington Park site to visually verify the existence and location of the city-owned capital assets. Our team members will utilize our Sunflower Mobile mobile software, as well as handheld scanners, to perform the inventory. Our team members will perform the following steps:

1. *Scan an asset barcode in our mobile application, Sunflower Mobile. Our mobile product will identify whether the item currently exists in inventory, or if an item doesn't currently exist (based on the data provided by city staff to our team members).*
 - a. *If the asset does exist, our team members will verify the asset's information with the physical asset. Information such as barcode, manufacturer, model, description, year, serial number, VIN number, acquisition date, value, capitalization date, and net book value, are all data elements that display on the screen of the scanner and can be updated based on physical asset information. At this time, our team members will also affix a new inventory control number tag to the asset and scan this new tag to associate the number to the existing asset. This functionality is called a re-tag in our system. Reports will be available to view all asset updates, as well as re-tags, which were performed on the mobile scanner. Additionally, team members will photograph the item using the barcode scanner and affix the photograph to the asset record.*
 - b. *If the asset does not exist, our team members will create a new asset record on the scanner. This will start by our team members scanning the existing barcode on the item, scanning and affixing the new inventory control tag, photographing the asset, and recording any information that is available (such as manufacturer, model, description, license plate, and serial number/VIN number) for that specific asset. Reports are available within the Sunflower Assets system that provide information on all new assets created during the physical inventory process.*
2. *Following the physical inventory completion at each city site, Sunflower team members will upload the data from the barcode scanners to the Sunflower Assets database. Following the upload of data, inventory reconciliation activities will begin. Sunflower Assets contains over 100 parameter driven reports. These reports will allow Sunflower team members to track both the overall inventory progress, as well detailed asset information such as which assets remain to be scanned and found during the inventory. Reports are available to show what assets were updated during the inventory, what assets were found during the inventory, what assets were not found during the inventory, and what new assets were created during the inventory. All management and inventory reports are available in PDF, HTML, and Excel. These reports will allow the Sunflower team to easily and accurately provide detailed information surrounding*

what capital assets were identified and found during the physical inventory that were not included in the Capital Assets module, and also what capital assets were not found in the physical inventory that are included in the Capital Assets module.

Lastly, during phase 5 of the project, Sunflower team members will organize and deliver the Inventory Data Review. From standard Sunflower Assets reports, Sunflower team members will provide an Excel workbook that contains the following:

- 1. Worksheet 1: All assets from the city's list of capital assets that were found during the physical inventory.*
- 2. Worksheet 2: A list of all capital assets that were not found during the physical inventory, or during appropriate follow up activities.*
- 3. Worksheet 3: A list of all assets that meet the city's capital asset requirements that were visually identified during the physical inventory, but not shown in the city's list of capital assets provided during phase 1.*

Sunflower team members will format this data in a manner that the city staff can utilize for upload to the Sunguard HTE financial reporting system. After the completion of the above workbook, Sunflower team members will present the workbook and findings to city staff.

In addition to the workbook, Sunflower team members will deliver a final report to the City of Huntington Park. This final report will contain information about the processes and procedures utilized by the Sunflower team during the physical inventory process, as well as an explanation around the data workbook, and recommendations surrounding how to successfully develop an annual update of the capital asset listing based on the lessons learned and information collected during the physical inventory.

b. What technologies are most compatible or best meet the City's needs based on your firm's proposed service model?

Sunflower Systems Response: Our proposed service model includes web based asset management software, mobile barcode scanning software, as well best of class asset management services. Based on the City's requirements, Sunflower Systems believes web-based and mobile asset management software would provide the best overall and most efficient technology solution, both in terms of completing the physical inventory requirements within the desired timeframe, and streamlining the final data report generation. Sunflower Assets is a web based asset management software tool that will be used to house

all existing City of Huntington asset records. Sunflower Mobile is the integrated mobile solution that will be utilized in conjunction with the Sunflower Assets software. Asset data is sent from Sunflower to our handheld scanners, and then the Sunflower Mobile software streamlines the physical inventory scanning and data collection process, while also increasing accountability and accuracy. The Sunflower Mobile application allows our team members to validate, update and add new records seamlessly, and then send those record updates and creations to the Sunflower database. Once in the Sunflower database, standard reports will allow for the simple and easy generation of inventory results for the city staff.

- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of conducting similar inventories for other municipal agencies or public sector clients?**

Sunflower Systems Response: Sunflower Systems provides many current clients, both in the public and private sectors, with a simple and streamlined solution to conducting physical inventories.

Through the use of our team members, as well as our software tools mentioned above, clients regularly see completion of a 100%, 100,000+ asset inventory, within 45 days and at over a 98% successful find rate. Over half of all Federal Civilian Agencies use our physical inventory processes and software in order to see these success rates.

Due to the asset numbers anticipated for the City of Huntington Inventory, Sunflower Systems views this as a low risk, high success initiative. Our team members are familiar, from inventories at clients such as LACCD and CBS Studios, with both small and large scale inventories, and are accustomed to traveling to locations such as the San Fernando Valley and the Long Beach in condensed timeframes in order to complete inventory activities successfully. Our real time and batch based mobile technologies ensure we have the right tools for the right job, whether we are scanning assets in studios, across campuses, in remote locations, and even city streets for filming.

- d. Identify any unique or innovative ways in which your firm has worked with its clients to address issues related to the ongoing accounting of their capital or physical assets.**

Sunflower Systems Response: Sunflower Systems' team members are dedicated to ongoing client education on the physical inventory process and the overall lifecycle of asset management. We have educated our clients on the different types of physical inventories based on the desired end result, for example, wall to wall, ABC inventories, statistical sampling, and contract termination, and how those

best suit their specific business processes and procedures. We have also worked with clients to create reports specifically to achieve federal compliance and prepare for future audits.

During our inventory activities at LACCD, Sunflower Systems was the first firm in three attempts to be able to reconcile the inventory data of over 220,000 assets back to their SAP ERP system. Sunflower Systems Implemented a mobile solution tailored to their needs within SAP, based on a combination of LACCD needs, Sunflower technologies and best practices. This mobile solution, and our inventory services, enabled the successful completion of the inventory, as well as the reconciliation of this data within SAP.

- e. The City’s financial reporting system is “Sunguard HTE”. This system contains the Capital Asset Module that is to be revised at the end of this engagement. Is your firm familiar with or has previous experience working with this financial system, and how do you propose to integrate the inventory data into the system?**

Sunflower Systems Response: Sunflower has provided data to similar enterprise resource planning systems (ERPs) including SAP, Oracle, Costpoint, and Peoplesoft. All of the ERP systems have fixed asset accounting modules that provide similar functionalities with unique data structures. Sunflower Assets is agnostic of the specific ERP system and our ability to extract, transform, and load (ETL) data through a configurable integration layer allows our technology to integrate with a variety of client systems. Outside of the ERP systems, Sunflower has been successfully integrated with systems that include Remedy, Maximo, Service Now, and a number of internally client built software systems.

- f. Does your firm have experience in conducting similar inventories for local police departments or public safety agencies? If so, describe your firms experience**

Sunflower Systems Response: Sunflower Systems’ team members have managed and assisted with physical inventories, and building and capital equipment evaluations, for small and large clients including places like the City of Arlington, Texas; the City of Chester, SC; the City of Fort Lawn, SC; the City of York, SC; the Department of Education, and the Los Angeles Community College District.

Our team members will utilize a proven implementation and physical inventory approach, which has been refined and streamlined from use at over 90 customers.

Experience

Due to our universal understanding of the asset management industry, from services to software, Sunflower Systems is able to offer the City of Huntington Park the best possible physical inventory services and software tools to ensure the inventory is completed in the most timely and cost effective manner. Sunflower Systems has the required industry and technical knowledge to ensure the City gets the most out of this asset management service. We provide our clients with team members that have the required technical skill sets, but also understand the asset management industry and the regulations that affect asset management. Our services have enabled clients to comply with the changing property management and property accounting regulations, and more importantly, help customers increase the efficiency and effectiveness of their asset management and physical inventory initiatives.

During the last 5 years, Sunflower Systems has provided a number of physical inventory services and solutions to customers in the government and private sectors. Physical inventory services have ranged from inventorying and reconciling 2,000 assets to 220,000 assets.

Sunflower Systems has the best understanding of asset management business processes and requirements because of our deep industry involvement, certifications and leadership positions as educators within asset management industry associations. Sunflower Systems' personnel are recognized throughout the asset management community as leaders, and have gained a deep asset management industry knowledge through active participation in organizations such as The National Property Management Association, ASTM International, The Institute of Asset Management, and the ISO 55000 Technical Advisory Group.

All Sunflower team members are certified through the National Property Management Association (NPMA) to at least the CPPS level. Additionally, team members continue to achieve advanced certification levels, up to the CF (Consulting Fellow) level. Sunflower team members hold elected positions and board positions within NPMA, and regularly provide educational content at NPMA seminars and conferences.

Sunflower team members have been published within The Property Professional Magazine, The Institute of Asset Management's Assets Magazine, and have contributed to the creation of 6 technical ASTM standards for asset management, including the physical inventory standard. Additional Sunflower team members led the U.S. technical advisory group for the ISO 55000 asset management standard.

We also offer for consideration the following facts, which we believe further, differentiate our people, services and organization from our competitors:

1. Our asset management and physical inventory services are designed, developed and implemented by seasoned professionals who have years of hands-on experience in the Property Management profession.
2. All of our consultants and technicians have been certified, at a minimum, as either a Certified Property Professional Specialist (CPPS) or a Certified Property Professional Administrator (CPPA) by the National Property Management Association (NPMA).
3. Our services and solutions provide integrated, asset-centric functionality that address the complete asset life cycle, from acquisition through disposal, with a focus on physical inventory.

The table below outlines three professional references from current and previous clients, as well as a summary of the physical inventory activities provided by Sunflower Systems for each client.

| Client Name and Address | Contact Person | Length of Engagement | Type and Volume of Assets Inventoried | Types of Service Provided |
|--|--|-----------------------------|---|---|
| 1. U.S. Department of Education; 400 Maryland Ave, SW, Washington DC 20202 | Joy Jordan. Cell: (202) 207-4308. Email: Joy.Jordan@ed.gov | 5 Month Inventory | Approximately 75,000 assets including IT equipment (computers, servers, monitors, mobile phones, PDAs, etc.), general office equipment (printers, copiers, fax machines), weapons | Sunflower performed a wall-to-wall 100% inventory for the US Department of Education's accountable property. In addition to 5 Headquarters locations in the Washington DC area, Sunflower inventoried assets located in over 15 regional offices across the country and US territories. Handheld barcode scanners were utilized to scan equipment barcodes, update asset information, and add assets to the accountable property system when necessary. This data was then uploaded into the department's accountable property system. Once all locations were visited and assets scanned, Sunflower performed a full reconciliation in the system. |

| | | | | |
|---|---|-------------------------------------|---|--|
| <p>2. Los Angeles Community College District Educational Center; 770 Wilshire Blvd, Los Angeles, CA 90017</p> | <p>Desiree Shier. Cell: 213.593.813 1. Email: desiree.shier@build-laccd.org</p> | <p>Inventory: 01/2010 - 06/2012</p> | <p>Approximately 220,000 assets including furniture, IT assets, equipment (lab, dental, medical, science, machinery, athletic, theater, agriculture, aerospace), fixed assets, vehicles</p> | <p>Sunflower conducted a complete wall-to-wall inventory for the Los Angeles Community College District comprising of more than 220,000 assets at a value of approximately \$475M. The District had over 13 campus and satellite locations which were inventoried over the course of 4 months, with a 2 month reconciliation timeframe. Each of the campuses in the District offers a wide array of curriculum from sports, science, theater and vocational programs resulting in a diverse and complex inventory. In addition to a reconciliation with the existing data provided by the District, a financial valuation was done on any assets that could not be reconciled so their accounting system could be overhauled and updated with an accurate inventory and associated accounting records.</p> |
| <p>3. CBS Studios; 4024 Radford Ave, Studio City, CA 91604</p> | <p>Franco Alvarez. Number: (818) 655-5000. Email: Franc0alvarez@cbs.com</p> | <p>12/2014- Current</p> | <p>Approximately 2000 assets including wardrobe items, set decorations, and props.</p> | <p>Sunflower tracks, manages and inventories assets for several shows for CBS Studios, including set decorations, props and wardrobe items. In addition to tracking the assets, Sunflower systems also visits the set of each show and records the use of all assets as tied to specific episodes and use by characters. As a result of the meticulous tracking of assets, this inventory allows CBS to pull provenance reports used to surplus assets with the appropriate information in order to maximize revenue generating activities.</p> |

Schedule

Sunflower Systems understands and agrees to the City's goal to have the capital asset inventory completed no later than June 30, 2016.

Sunflower Systems manages our physical inventory projects based on a proven implementation methodology, which has been streamlined from previous customer experiences. Our methodology focuses around a Project Management Plan, which is an approved document containing all process and procedures in line with the scope of work. Managing the Project Plan is crucial for planning, implementing, and closing a successful project. The Project Plan will be a working document that will be monitored by the City, as well as Sunflower team members. This approach will ensure the most effective way to successfully complete the project while saving the City of Huntington Park time, resources and money.

The Project Management Plan will consist of following:

- Scope Management Plan
- Time Management Plan, including detailed project schedule
- Project Quality Management Plan
- Communication Management Plan

The Scope Management Plan will define and control what is and is not included in the City of Huntington Park's physical inventory project and includes all of the work required to complete the project successfully. During the development of the scope management plan, Sunflower team members will work with city staff to determine and clarify the following items:

- Explanation and list of assets to be tagged during the physical inventory (Assets valued over \$5,000; The Capital Asset Module currently contains 2392 individual assets that include vehicles, equipment, and tools)
- Data points that will be provided (Description, Serial/VIN Number, License Plate Number, Asset Number, Location, Acquisition Date, Cost, Capitalization Date, Net Book Value)
- Asset tag assignments
- Physical (address) locations where assets are located
- Reconciliation Outline
- Project deliverables

The Time Management Plan defines how the project will be measured, monitored, and controlled considering activity sequence, estimated resources, activity duration, and schedule development. The following items will be included in the Time Management Plan:

| Activity | Description | Owner | Frequency |
|---|--|---|--------------------------------------|
| Schedule | Plan dates and times for site visits at each of the City of Huntington Park locations included within the scope of the project. Sequence activities and durations. To be approved by Client. |  | Once; Project Initial Planning Phase |
| Schedule Management | Communicate project milestones, schedule and respective updates. |  | As needed |
| Schedule Control (Updates/Changes) | Either party to request a formal change to the schedule in writing and receive back confirmation from both parties in writing. |  | Ongoing |

The Project Quality Management Plan focuses on activities that determine quality policies, objectives, and responsibilities so that the project will satisfy the needs from the approved Scope Management Plan. The following items will be included in the Project Quality Management Plan.

| Activity | Description | Owner | Frequency |
|--|---|---|---------------------------------------|
| Create Quality Management Plan | Develop checklists and metrics for incoming and outgoing data during the Physical Inventory (standard nomenclature; model number; manufacturer) |  | Planning, Execution, & Closing Phases |
| Perform Quality Assurance and Control | Ensure consistency among asset data throughout, by implementing the quality check list |  | Execution Phase |

The Communication Management Plan specifies communications requirements and how those requirements will be addressed through the project lifecycle. It describes what communications will be provided, to whom, in what format, and how often. The following items will be included in the Communication Management Plan:

| Deliverable | Description | Recipients | Owner | Frequency |
|--------------------------------|--|---|---|--|
| Customer Status Reports | A standard document to communicate project progress and any changes among both parties |   |  | As determined in scope (weekly; daily, etc.) |
| Status Meetings/Calls | Ongoing communication to ensure clear communication and transparency |   |  | As determined in scope (weekly; daily, etc.) |
| Issue Escalation | As required, a way to prioritize |   |  | As Needed |

The above proven methodology, and overall project management plan, will ensure that Sunflower Systems is able to effectively and efficiently complete the physical inventory activities and deliverables.

In order to complete the project by June 30, 2016, Sunflower Systems proposes the following project milestones and preliminary work plan.

Key Project Milestones:

| City of Huntington Park Project Milestones | |
|--|--|
| Due Date | Milestone |
| 4/18/2016 | Current Data to Sunflower Systems |
| 4/25/2016 | Delivery of Project Management Plan by Sunflower Systems |
| 4/29/2016 | Approval of Project Management Plan by the City of Huntington |
| 5/2/2016 | Physical Inventory & Reconciliation |
| 6/20/2016 | Final Report and Worksheet Submitted for Apporval by Sunflower Systems |
| 6/30/2016 | Target Project Completion |

Preliminary Work Plan:

| City of Huntington Park Preliminary Work Plan and Staffing Plan | | |
|--|--|----------------------------------|
| Task | Activities | Sunflower Systems Staff |
| Project Planning | <ul style="list-style-type: none"> Data review and collection Create project management plan (Scope, Time, Cost, Quality, HR, Communication) Approvals of project management plan | 1 Project Manager |
| Execution of Inventory | <ul style="list-style-type: none"> Tagging Process and photo capture Reconciliation Initial workbook and report generation | 1 Project Manager; 4 Technicians |
| Final Reporting & Deliverables | <ul style="list-style-type: none"> Finalize all data; check for discrepancies Approval on final data reports Map final data for upload to Sunguard HTE | 1 Project Manager |

Cost

Sunflower Systems is proposing a Firm Fixed Price fee for all scope of work activities and deliverables listed in the City of Huntington Park RFP. The below table outlines the associated costs. Additionally, Sunflower Systems is including optional pricing for an Asset Management Policy and Procedure development following the completion of the physical inventory based on best practices, industry standards, and lessons learned.

| Sunflower Services: Physical Inventory of Capital Assets | | | |
|---|--------------|--------------|--------------------|
| Item | Rate | Units | Total |
| Data Collection, Review and Migration (Task 1) | \$ 4,850.00 | 1 | \$4,850.00 |
| Physical Inventory Data Upload and Reconciliation (Tasks 2, 3, 4 and the Data Workbook with worksheets 1, 2, and 3) | \$ 21,340.00 | 1 | \$21,340.00 |
| Final Report (Task 5) | \$ 3,395.00 | 1 | \$3,395.00 |
| Optional Services: Policy and Procedure Development based on Best Practices, Industry Standards and Inventory Lessons Learned | \$ 9,700.00 | 1 | \$9,700.00 |
| Grand Total | | | \$29,585.00 |
| Grand Total with Optional Policy and Procedure Recommendations | | | \$39,285.00 |

Pricing Notes and Assumptions:

- The above is for a Firm Fixed Price Contract.

- Invoices will be prepared and delivered monthly based on percentage complete information from the agreed upon project plan between the City of Huntington Park and Sunflower Systems. Payment terms are Net 30.
- Sunflower Systems anticipates no additional direct or indirect costs, or reimbursable costs/expenses. The above cost is for all scope of work services contained within the City of Huntington Park RFP, including new barcode labels. Sunflower recommends 1.5" x .75" Premium Polyester (Black and White) labels.
- This quote is valid for 90 days from March 31, 2016.

Appendix A

The following provides evidence that Annams Systems Corporation DBA Sunflower Systems is licensed to do business in California.

Business Search - Business Entities - Business Programs http://kepler.sos.ca.gov

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 12, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

| | |
|-------------------------------|----------------------------|
| Entity Name: | ANNAMS SYSTEMS CORPORATION |
| Entity Number: | C2256191 |
| Date Filed: | 08/03/2000 |
| Status: | ACTIVE |
| Jurisdiction: | CALIFORNIA |
| Entity Address: | 2420 CAMINO RAMON STE 130 |
| Entity City, State, Zip: | SAN RAMON CA 94583 |
| Agent for Service of Process: | NAEEM RAZA |
| Agent Address: | 2420 CAMINO RAMON STE 130 |
| Agent City, State, Zip: | SAN RAMON CA 94583 |

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Attachment C



PHYSICAL INVENTORY OF CAPITAL ASSETS

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of May, 2016 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Annams Systems Corporation (dba Sunflower Systems) (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

I. RECITALS

- A. City seeks to contract with a qualified and experienced firm to conduct a physical inventory of the City’s capital assets.
- B. The Contractor submitted a bid on March 31, 2016 (“Proposal” or “Bid”) in response to the City’s Request for Proposals (“RFP”) that included pricing.
- C. The City has determined that the Contractor meets all of the standard requirements necessary to provide parking citation processing services to the City.
- D. The Contractor has agreed to provide such services, subject to and in accordance with the terms and conditions set forth in this agreement.

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

II. ENGAGEMENT TERMS

- 2.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR 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 Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 2.2 TERM: This Agreement shall have a term of three (3) months commencing from May __, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 2.3 COMPENSATION: CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is **Exhibit B** (hereinafter, the "**Approved Rate Schedule**").
- 2.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'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 CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONTRACTOR.
- 2.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 2.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR 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 Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR'S cessation or abandonment.

III. PERFORMANCE OF AGREEMENT

- 3.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Interim Finance Director (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 3.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 3.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 3.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) 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.
 - G. The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR 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 CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.
- 3.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior

written consent of 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

- 3.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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.
- 3.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 3.8 COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 3.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, 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.

- 3.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

IV. INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR 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: CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) 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 CONTRACTOR 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 CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 4.2 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.
- 4.3 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.
- 4.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR'S insurance and shall not contribute with it.
- 4.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 4.6 VERIFICATION OF COVERAGE: CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 5.2 To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 5.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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.
- 5.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this

Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 5.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR 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.
- 5.7 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.

VI. TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of thirty (30) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 6.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.2 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 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 6.2.B and 6.2C 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. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 6.2 B.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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 6.2B.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 CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'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 CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 2.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

6.3 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.

6.4 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.

VII. MISCELLANEOUS PROVISIONS

7.1 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 CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR 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.
- 7.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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.
- 7.4 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:

CONTRACTOR:

Annams Systems Corporation
(dba Sunflower Systems)
2420 Camino Ramon, Suite 130
San Ramon, CA 94583
Attn: John Peiler
Phone: 925-242-4216
Fax: 925-355-1213
Email: peiler@sunflowersystems.com

CITY:

City of Huntington Park
Finance Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Jan Mazyck
Phone: (323) 584-6201
Fax: (323) 588-4577
Email: jmazyck@hpca.gov

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.

- 7.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.6 SUBCONTRACTING: CONTRACTOR 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 Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 7.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 7.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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.
- 7.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.10 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.

- 7.11 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.
- 7.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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.
- 7.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.18 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.
- 7.19 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 CONTRACTOR 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 7.16, above.

7.20 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 7.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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 HUNTINGTON PARK:

**ANNAMS SYSTEMS CORPORATION
(dba Sunflower Systems)**

By: _____
Edgar P. Cisneros
City Manager

By: _____
John Peiler
Vice President of
Finance & Administration

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman
City Attorney

Sunflower Systems Scope of Services for The City of Huntington Park

Physical Inventory of Capital Assets

April 26, 2016



Sunflower Systems

2420 Camino Ramon, Suite 130

San Ramon, CA 94583

Nicola McCarthy

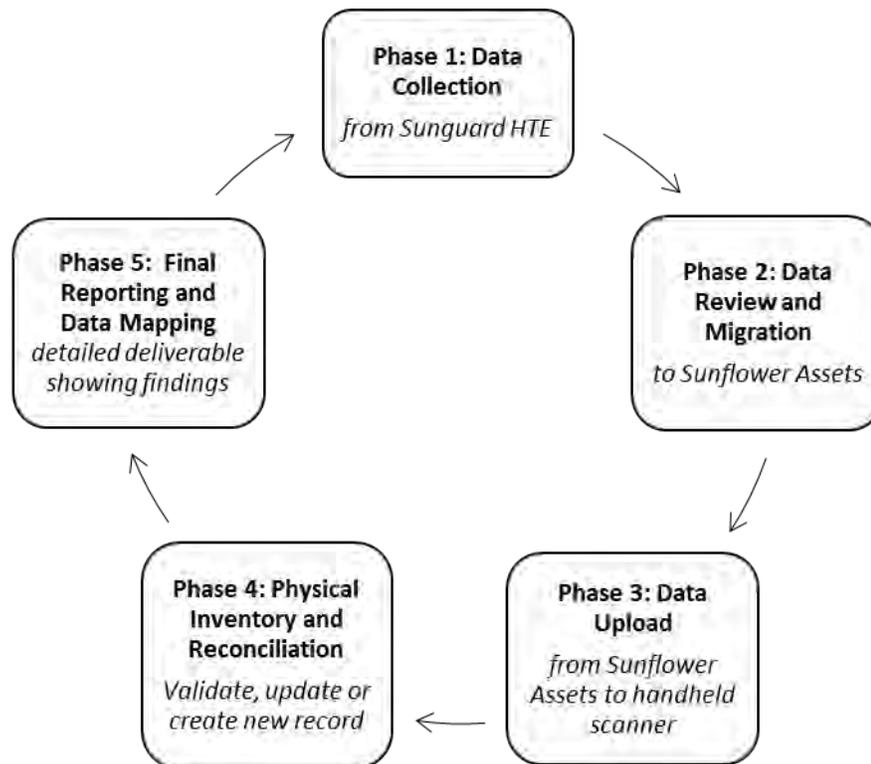
Email: nmccarthy@sunflowersystems.com / Cell: (858) 775-4864

Scope of Services Summary

Sunflower Systems is proposing the following scope of services schedule and activities for the City of Huntington Park Capital Asset Physical Inventory. In order to support the physical inventory requirements, our team members will utilize a combination of software, services, and deep industry and asset management knowledge.

Sunflower Systems will follow a 5 phase implementation approach throughout the physical inventory process. The phases are outlined below, as well as a tentative schedule for each phase.

| City of Huntington Park Project Milestones | |
|--|--|
| Date | Milestone |
| Phase 1 | Data Collection |
| 5/9/2016 | Current Data to Sunflower Systems |
| 5/20/2016 | Delivery of Project Management Plan by Sunflower Systems |
| 5/27/2016 | Approval of Project Management Plan by the City of Huntington |
| Phase 2 | Data Review and Migration |
| 5/10/2016-5/27/2016 | Migration to Sunflower Assets |
| Phase 3 | Data Upload |
| 5/27/2016 | Upload to Sunflower Mobile |
| Phase 4 | Physical Inventory & Reconciliation |
| 5/31/2016-6/24/2016 | Asset Scanning, Updating, and Uploading Activities |
| Phase 5 | Final Reporting and Data Mapping |
| 6/30/2016 | Final Report and Worksheet Submitted for Approval by Sunflower Systems |
| 7/15/2016 | Target Project Completion |



Phase 1 Tasks: Phase 1 is the data collection phase, our team members will meet with city staff to collect all available data for the city’s capital assets. Sunflower team members will work both on-site and remotely with city staff to understand the data, as well as any data issues that may exist.

Phase 2 Tasks: Phase 2 is the data migration phase. Sunflower team members will migrate the existing city’s capital asset data into Sunflower Assets, our asset management software tool. The migration of this data will be performed through an Excel upload template, and will ensure improved efficiencies and effectiveness during the subsequent physical inventory process.

Phase 3 Tasks: During phase 3, Sunflower team members will send the data from Sunflower to our integrated mobile handheld scanners. All reference and asset data will reside on an encrypted file within each scanner.

Phase 4 Tasks: Phase 4 is where the bulk of the inventory functions will be performed. During this phase our team members will visit each City of Huntington Park site to visually verify the existence and location of the city-owned capital assets. Our team members will utilize our Sunflower Mobile mobile software, as well as handheld scanners, to perform the inventory. Our team members will perform the following steps:

1. Scan an asset barcode in our mobile application, Sunflower Mobile. Our mobile product will identify whether the item currently exists in inventory, or if an item doesn't currently exist (based on the data provided by city staff to our team members).
 - a. If the asset does exist, our team members will verify the asset's information with the physical asset. Information such as barcode, manufacturer, model, description, year, serial number, VIN number, acquisition date, value, capitalization date, and net book value, are all data elements that display on the screen of the scanner and can be updated based on physical asset information. At this time, our team members will also affix a new inventory control number tag to the asset and scan this new tag to associate the number to the existing asset. This functionality is called a re-tag in our system. Reports will be available to view all asset updates, as well as re-tags, which were performed on the mobile scanner. Additionally, team members will photograph the item using the barcode scanner and affix the photograph to the asset record.
 - b. If the asset does not exist, our team members will create a new asset record on the scanner. This will start by our team members scanning the existing barcode on the item, scanning and affixing the new inventory control tag, photographing the asset, and recording any information that is available (such as manufacturer, model, description, license plate, and serial number/VIN number) for that specific asset. Reports are available within the Sunflower Assets system that provide information on all new assets created during the physical inventory process.
2. Following the physical inventory completion at each city site, Sunflower team members will upload the data from the barcode scanners to the Sunflower Assets database. Following the upload of data, inventory reconciliation activities will begin. Sunflower Assets contains over 100 parameter driven reports. These reports will allow Sunflower team members to track both the overall inventory progress, as well detailed asset information such as which assets remain to be scanned and found during the inventory. Reports are available to show what assets were updated during the inventory, what assets were found during the inventory, what assets were not found during the inventory, and what new assets were created during the inventory. All management and inventory reports are available in PDF, HTML, and Excel. These reports will allow the Sunflower team to easily and accurately provide detailed information surrounding

what capital assets were identified and found during the physical inventory that were not included in the Capital Assets module, and also what capital assets were not found in the physical inventory that are included in the Capital Assets module.

Phase 5 Tasks: Sunflower team members will organize and deliver the Inventory Data Review. From standard Sunflower Assets reports, Sunflower team members will provide an Excel workbook that contains the following:

1. Worksheet 1: All assets from the city's list of capital assets that were found during the physical inventory.
2. Worksheet 2: A list of all capital assets that were not found during the physical inventory, or during appropriate follow up activities.
3. Worksheet 3: A list of all assets that meet the city's capital asset requirements that were visually identified during the physical inventory, but not shown in the city's list of capital assets provided during phase 1.

Sunflower team members will format this data in a manner that the city staff can utilize for upload to the Sunguard HTE financial reporting system. After the completion of the above workbook, Sunflower team members will present the workbook and findings to city staff.

In addition to the workbook, Sunflower team members will deliver a final report to the City of Huntington Park. This final report will contain information about the processes and procedures utilized by the Sunflower team during the physical inventory process, as well as an explanation around the data workbook, and recommendations surrounding how to successfully develop an annual update of the capital asset listing based on the lessons learned and information collected during the physical inventory.

Following the completion of the physical inventory, Sunflower Systems has proposed an optional service to develop policy and procedures based on best practices, industry standards and lessons learned during the inventory. Below is a proposed schedule. Sunflower Systems is happy to shorten or lengthen delivery timeframes of the policies and procedures based on the City of Huntington Park's requirements.

| City of Huntington Park Policy and Procedure Development | |
|---|--|
| Date | Milestone |
| Phase 1 | Evaluation and Analysis |
| 7/18/2016-08/05/2016 | Review of As-Is Processes |
| Phase 2 | Development |
| 8/05/2016-8/26/2016 | Creation of To-Be Processes and procedures |
| Phase 3 | Review |
| 8/29/2016-09/06/2016 | Internal review |
| Phase 4 | Delivery of Policy and Procedure Recommendations by Sunflower Systems |
| 9/12/2016 | Final Report Submitted for Approval by Sunflower Systems |
| 9/26/2016 | Target Project Completion |

EXHIBIT B - APPROVED RATE SCHEDULE



Cost

Sunflower Systems is proposing a Firm Fixed Price fee for all scope of work activities and deliverables listed in the City of Huntington Park RFP. The below table outlines the associated costs. Additionally, Sunflower Systems is including optional pricing for an Asset Management Policy and Procedure development following the completion of the physical inventory based on best practices, industry standards, and lessons learned.

| Sunflower Services: Physical Inventory of Capital Assets | | | |
|---|--------------|--------------|--------------------|
| Item | Rate | Units | Total |
| Data Collection, Review and Migration (Task 1) | \$ 4,850.00 | 1 | \$4,850.00 |
| Physical Inventory Data Upload and Reconciliation (Tasks 2, 3, 4 and the Data Workbook with worksheets 1, 2, and 3) | \$ 21,340.00 | 1 | \$21,340.00 |
| Final Report (Task 5) | \$ 3,395.00 | 1 | \$3,395.00 |
| Optional Services: Policy and Procedure Development based on Best Practices, Industry Standards and Inventory Lessons Learned | \$ 9,700.00 | 1 | \$9,700.00 |
| Grand Total | | | \$29,585.00 |
| Grand Total with Optional Policy and Procedure Recommendations | | | \$39,285.00 |

Pricing Notes and Assumptions:

- The above is for a Firm Fixed Price Contract.
- Invoices will be prepared and delivered monthly based on percentage complete information from the agreed upon project plan between the City of Huntington Park and Sunflower Systems. Payment terms are Net 30.
- Sunflower Systems anticipates no additional direct or indirect costs, or reimbursable costs/expenses. The above cost is for all scope of work services contained within the City of Huntington Park RFP, including new barcode labels. Sunflower recommends 1.5" x .75" Premium Polyester (Black and White) labels.
- This quote is valid for 90 days from March 31, 2016.



CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report

May 17, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**ZONING ORDINANCE AMENDMENT, CONDITIONAL USE PERMIT, AND
DEVELOPMENT PERMIT CASE NO. 2014-07 – ZONING ORDINANCE
AMENDMENT, CONDITIONAL USE PERMIT, AND DEVELOPMENT PERMIT FOR
6121-6125 PACIFIC BOULEVARD**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Continue this item to the June 7, 2016 City Council meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 5, 2016, notices were published in the local newspaper and mailed to property owners within 300-feet of the subject site.

Due to unforeseen circumstances, additional time is necessary for Staff to complete the Staff Report and project material. As a result, Staff is requesting that the item be continued to the June 7, 2016 City Council meeting.

Staff recommends that the City Council continue this item to the June 7, 2016 meeting in order to allow Staff additional time to complete the Staff Report and project material.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager