

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE 4/25/25

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT) Office of the Controller

CONTACT PERSON Nicole Osborn PHONE: 213-978-7252

CONTRACT NO: C-200448

COUNCIL FILE NO: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME KPMG, LLP

TERM OF CONTRACT: _____ THROUGH December 31, 2026

TOTAL AMOUNT: \$598,580

PURPOSE OF CONTRACT:

Industrial, Economic, and Administrative Survey of the Los Angeles Harbor Department

PROFESSIONAL SERVICES AGREEMENT

KPMG, LLP

Industrial Economic and Administrative Survey of the Los Angeles Harbor Department

Contract No. C-200448

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. REPRESENTATIVES OF THE PARTIES AND SERVICE NOTICES	1
II. SCOPE OF WORK AND METHODOLOGY	2
III. PROJECT WORK PLAN AND DELIVERABLES	6
IV. DELIVERABLE REVIEW PROCEDURE	7
V. DELIVERABLE PAYMENT SCHEDULE	7
VI. THE CITY'S TOTAL OBLIGATION AND PAYMENT TERMS	7
VII. TERM OF AGREEMENT	8
VIII. PROJECT TEAM - ASSIGNED PERSONNEL	8
IX. NO THIRD-PARTY BENEFICIARIES	8
X. CONTRACTOR'S INTERACTION WITH THE MEDIA	8
XI. CPA DISCLOSURE	9
XII. USE OF TECHNOLOGIES	9
XIII. THIRD-PARTY SERVICE PROVIDERS	9
XIV. CONTRACTOR RESOURCES	9
XV. CITY VENDORS AND CONFLICTS	10
XVI. OWNERSHIP OF MATERIALS	10
XVII. NON-EXCLUSIVE AGREEMENT	10
XVIII. MANAGEMENT DECISIONS	10
XIX. THIRD-PARTY USAGE	11
XX. DISPUTES	11
XXI. LIMITATION OF LIABILITY	11
XXII. ENTIRE AGREEMENT	11
XXIII. MISCELLANEOUS	14

ATTACHMENTS

Attachment A Standard Provisions for City Contracts (Rev. 1/25)[v.2]

A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
KPMG, LLP
TO CONDUCT AN INDUSTRIAL, ECONOMIC, AND ADMINISTRATIVE SURVEY OF
THE CITY OF THE LOS ANGELES HARBOR DEPARTMENT

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through the Office of the Controller, and KPMG, LLP (“Contractor”), to conduct an Industrial, Economic and Administrative Survey (“IEA Survey” or “Survey”) of the City of Los Angeles Harbor Department, also known as Port of Los Angeles (“POLA” or “Harbor”), with reference to the following facts:

WHEREAS, Section 266 of the Los Angeles City Charter provides that the City Council, the Mayor and the City Controller shall jointly cause, at least once every five years an industrial, economic and administrative survey of the business and property of each of the Harbor, Water and Power, and Airports Departments; and

WHEREAS, the Controller, the City Council (represented by the Chief Legislative Analyst) and the Mayor are together the Joint Administrators of the Survey, and wish to conduct a Survey of Los Angeles Harbor Department; and

WHEREAS, the services to be provided herein are of a professional, expert, and specialized nature, as well as temporary and occasional in nature; and,

WHEREAS, the City issued a Request for Proposals (RFP) on November 11, 2024 as provided for under Charter Section 372, to conduct the Survey, reviewed responses to the RFP and selected Contractor as the most qualified proposer; and

WHEREAS, The Contractor has demonstrated, to the satisfaction of the City, the possession of specialized expertise in the necessary subject areas(s); and

NOW THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent and agree as follows:

I. REPRESENTATIVES OF THE PARTIES AND SERVICE NOTICES

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- i) The City’s representative, unless otherwise stated in this Agreement or by amendment to this Agreement, shall be the Joint Administrators, consisting of representatives of the Mayor, the Chief Legislative Analyst (on behalf of the City Council) and the Controller. The representative of the Joint Administrators shall be:

Devang Panchal (devang.panchal@lacity.org)
Director of Auditing
Office of the Controller
200 N Main St., Room 460
Los Angeles, CA 90012

- ii) The representative of the Contractor, unless otherwise stated in this Agreement or by amendment to this Agreement, shall be:

Bindiya Khurana (bkhurana1@kpmg.com)
and
Chris Roberts (christianroberts@kpmg.com)
KPMG LLP
550 S. Hope St.
Los Angeles, CA 90097

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by electronic mail, or via registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing or email transmission.
- C. If the name, mailing address, or email address of the City's representative or the Contractor's representative changes, written notice shall be given, in accordance with section I B. of this Agreement within five (5) working days of said change.

II. SCOPE OF WORK AND METHODOLOGY

A. 2019 IEA Progress

The Contractor shall assess POLA's progress towards implementing each of the twelve recommendations from the 2019 IEA Survey report. This shall include an evaluation to identify recommendations that may no longer be pertinent to POLA's goals. Particular focus shall be paid to the POLA management recommendation related to cybersecurity because of continuing risks facing ports and the need to protect the City's critical infrastructure.

Methodology: The Contractor shall undertake a current state assessment of POLA management across (1) cargo real estate and terminals; (2) commercial real estate; and (3) POLA management activities. The current state assessment will inform later tasks, as well as provide the necessary inputs to report on progress against the 2019 IEA recommendations. The Contractor shall:

- Initiate a comprehensive review of the 2019 IEA report alongside recent POLA documentation to identify progress on the recommendations made.
- Conduct interviews with leadership to delve into leadership's insights on the implementation of the 2019 IEA recommendations, focusing on high-priority areas such as cybersecurity, diversification opportunities, and real estate development strategies.
- Organize targeted workshops that bring together stakeholders for a comprehensive review of processes, especially focusing on efficiency improvements, technological deployments, and operational enhancements suggested previously.
- Benchmark the POLA's adjusted practices against the industry standards and best practices, with a special emphasis on areas where the 2019 IEA recommendations aimed to enhance alignment.

- Conduct a gap analysis centered on the 2019 IEA recommendations, assessing current versus desired states and identifying new gaps that may have emerged.
- Formulate updated recommendations based on a combination of the residual gaps from 2019 and new findings, ensuring each proposal is backed by a clear rationale and projected benefits.
- Develop and present comprehensive briefings to POLA stakeholders that highlight the assessment findings, especially focusing on progress made against the 2019 IEA recommendations and areas requiring continued attention.

B. Environmental and Sustainability Initiatives

Provide an in-depth evaluation of POLA's progress towards meeting their stated zero emissions goals. This evaluation should consider POLA's plans to increase its use of clean and sustainable alternative fuel sources. Pollution and industrial activities at the port also have a negative impact on local communities. This evaluation should include an assessment of POLA's efforts to mitigate the negative environmental and quality of life impacts of harbor operations on adjacent local communities.

Methodology: The Contractor will use a three-step approach tailored to support POLA in achieving its decarbonization targets and reaching Net Zero, aligned with science-based targets ("SBTs"). This comprehensive strategic plan outlines the methodology to forecast greenhouse gas ("GHG") emissions, set decarbonization pathways, and develop an actionable roadmap towards sustainability. The Contractor shall:

Step 1: Measure and Establish Baseline

- Conduct an inventory of POLA's assets, partners, and carbon emissions, leveraging existing data and applying public data for accurate scope 1, 2, 3 GHG emission estimations.
- Review POLA's current targets against SBTi guidelines, ensuring they reflect a robust strategy for emission reductions.
- Assess and refine the POLA's approach to disclosure, target setting, and investment in line with SBTi requirements.

Step 2: Analyze and Set Decarbonization Pathways

- Engage with POLA stakeholders to identify and prioritize decarbonization levers, ensuring alignment with SBTs.
- Construct relevant and actionable scenarios for POLA, covering different time horizons and ambitions.
- Utilize KPMG's Decarbonization Pathways tool to define the most effective strategies for POLA, focusing on emissions reduction potential, investment needs, and timeframe to Net Zero.

Step 3: Roadmap & Implementation Plan

- Develop comprehensive strategies, outlining a decarbonization roadmap that includes GHG emissions not only from port facilities, but those generated by third parties.
- Validate results and strategies with business unit leads, identifying risks and mitigation strategies.
- Document a Net Zero roadmap, including financial analysis and investment plan from 2025 to 2030.
- Formulate an implementation plan aligning POLA facilities and partner management activity with its decarbonization goals, ensuring future strategy and investments are SBTi-compliant.

C. Fiscal Health

Provide an evaluation of the department's current fiscal outlook, potential risks to its fiscal health, and its five-year financial plan. This should include consideration of POLA's plans after the expiration of the Infrastructure Investment and Jobs Act in 2026.

As part of the examination of the department's fiscal health and financial management practices, the evaluation shall include a high-level assessment of POLA's capital project management process to determine whether its oversight of capital projects and contractors is adequate, and whether processes, systems, and controls are in place ensure projects are delivered on-time and within budget. It shall also include a high-level assessment of POLA's billing, revenue collection practices, and write-off practices.

Methodology: The Contractor shall provide a thorough review of POLA's fiscal outlook, assess potential risks, examine its five-year financial plan, and ensure the robustness of its capital project management, billing, and revenue collection practices. The Contractor shall:

- Evaluate POLA's fiscal status, incorporating global market trends and economic events that could impact financial health.
- Utilize predictive analytics and scenario planning to forecast potential financial risks, especially concerning the expiration of the Infrastructure Investment and Jobs Act.
- Evaluate POLA's financial plans, ensuring they are robust, realistic, and aligned with long-term objectives.
- Assess the sustainability of financial projections and the strategic use of investments.
- Review POLA's capital project management framework for governance, contractor oversight, and performance evaluation.
- Document the 'As-Is' processes of POLA's capital project management.

- Examine a selection of POLA's capital projects for alignment with budget, schedule, and quality benchmarks.
- Evaluate the effectiveness of systems, controls, and risk management practices in place, benchmarking against best practices.
- Analyze POLA's billing and revenue collection operations.
- Assess the efficiency and effectiveness of write-off policies.
- Integrate findings from all evaluation components into a synthesized report.
- Facilitate stakeholder workshops to validate findings, gather feedback, and foster engagement.
- Develop a prioritized set of recommendations to enhance POLA's fiscal sustainability, capital project oversight, and financial operations.

D. Technological Changes and the Workforce

Provide an assessment of POLA's short and long-term plans for automation and other technological advances that will affect its ability to stay competitive in the shipping industry. This should include an assessment of the port's ability to prepare the workforce for automation and other emerging technologies. It should also assess the impact of automation and other emerging technologies on job stability and job creation.

Methodology: Contractor will assess POLA's strategic plans for incorporating automation and emerging technologies alongside a thorough workforce analysis to determine POLA's preparedness for technological advancements, its competitive stance in the shipping industry, and the impact on workforce dynamics, job stability, and creation. The Contractor shall:

- Initiate dialogues with POLA leadership and IT departments to grasp the current technological landscape, strategic technological objectives, and underway initiatives.
- Tailor data requests to include information on current and planned technological implementations, focusing on automation, data analytics, AI, and other emerging technologies influencing the shipping industry.
- Conduct a parallel comprehensive data analysis encompassing both workforce and technological assets.
- Engage with stakeholders to understand both the opportunities and challenges presented by technological advancements and the existing initiatives for workforce adaptation.
- Benchmark POLA's technological advancements and workforce strategies against leading ports and rail service providers globally.
- Execute engagements with peer organizations to harvest insights on effectively managing the intersection of technology and workforce dynamics.

- Identify the gap between current technological capabilities within POLA and the requirements to stay competitive in the evolving shipping industry.
- In parallel, assess the gap in workforce skillsets required to operate and thrive in an increasingly automated and technologically advanced environment.
- Evaluate POLA's current staffing levels and technological infrastructure against the projected demands brought by automation and other technological advancements.
- Through a comprehensive assessment, identify staffing, resource allocation gaps, and inadequacies in the existing technological infrastructure, providing a strategic framework for technological upgrades and workforce development.
- Synthesize findings across all tasks into an Executive Summary report, highlighting key initiatives and strategies for advancing POLA's workforce and technological posture.

III. PROJECT WORK PLAN AND DELIVERABLES

A. Project Work Plan and Initial Project Approval

1. The Contractor shall meet with the Joint Administrators and develop a detailed work plan that includes the following:
 - Project milestones and completion
 - Ongoing work
 - Observations
 - Issues
2. The Detailed Project Plan must be approved by the Joint Administrators before work begins on any deliverables

B. Status Briefing Reports

Contractor shall submit Status Briefing Reports to the Joint Administrators every two weeks. These reports shall be in writing and must include:

- Project milestones and completion
- Ongoing work
- Observations
- Issues

C. Report Deliverables

The contractor shall submit the following report deliverables.

- Preliminary Findings Report
- Draft Report
- Final Report
- Stakeholder presentations

IV. DELIVERABLE REVIEW PROCEDURE

- A. The Contractor’s deliverable will be subject to the review and exclusive acceptance of the Joint Administrators prior to the Contractor’s commencement of work on the next deliverable. The Contractor shall not revise the purpose, goals or intent of any of the deliverables, as described in the RFP and in this Agreement, without the prior consent of the Joint Administrators.
- B. The deliverable reports as defined in Section III (with the exception of Status Briefing Reports) must be submitted to the Joint Administrators at least 10 business days before meeting with the Joint Administrators to discuss the reports.
- C. If the Joint Administrators accept a deliverable, the Contractor shall proceed with work on the next deliverable, and the accepted deliverable will be deemed Final.
- D. If the Joint Administrators have questions concerning a deliverable or modifications to a deliverable, the Joint Administrators will furnish written comments to the Contractor.
- E. The Contractor shall have 10 business days to address in writing each of the Joint Administrators’ comments. The Contractor shall either accommodate the comments in the Final deliverable or shall provide explicit written explanation as to why the comments were not considered.

V. DELIVERABLE PAYMENT SCHEDULE

The following is a list of deliverables with payments due. Deliverable payments will be made after each deliverable has been reviewed and approved according to Section IV. Deliverable Review Procedure.

	Deliverable	Payment Due*
1	Project Work Plan	\$75,000
2	Preliminary Findings Report	\$225,580
3	Draft Report	\$119,000
4	Final Report	\$94,000
5	Stakeholder Presentations	\$70,000
6	Expenses	\$15,000
	Total Project Amount	\$598,580

VI. THE CITY’S TOTAL OBLIGATION AND PAYMENT TERMS

- A. For the complete and satisfactory performance of the terms and conditions of this Agreement, the City shall pay the Contractor an amount not to exceed five hundred ninety-eight thousand five hundred eighty dollars (\$598,580).
- B. All invoices shall be submitted by the Contractor to:
Management Services Division (ctr.masaccounting@lacity.org)
Office of the Controller
200 N. Main Street, Suite 440
Los Angeles, CA 90012

- C. Payments shall be made on invoices as submitted by the Contractor after the City reviews and approves each deliverable in accordance with Section IV (Deliverable Review Procedure). All remaining withholding will be released upon acceptance of the Final Report. Acceptance is defined as approval of the Final Report by the Joint Administrators or designee.
- D. The City makes no commitment to fund this Agreement beyond the terms set herein.

VII. TERM OF AGREEMENT

The term of the Agreement shall be effective immediately following the date on which the authorized signatories for each party have signed it (“Effective Date”), and shall terminate on December 31, 2026, unless sooner terminated in accordance with the terms of this Agreement.

VIII. PROJECT TEAM - ASSIGNED PERSONNEL

- A. The following individuals have been assigned to conduct work under this agreement:

Team Member	Designation
Bindiya Khurana	LA Lead Partner
Christian Roberts	Engagement Partner
Liam Schwartz	Engagement Director
Jimmy Wang	Engagement Senior Associate
Gareth Lifton	Post Operations SME - Assessment Lead
David Ross	Infrastructure Sustainability Lead
Justin Clarke	Port Operations and Finance SME
Suzie Heap	Workforce Lead

- B. Any change to the above assigned personnel requires prior written approval and authorization by the City’s representative.
- C. Contractor shall ensure that the subcontractor personnel proposed in the Contractors proposal conduct work in accordance with the terms of this agreement.

IX. NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor, or other individual or entity not a party to the Agreement. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

X. CONTRACTOR’S INTERACTION WITH THE MEDIA

The Contractor shall refer all inquiries from the news media to the City’s Representative (Section I. A. i), and shall immediately contact the City to inform City of the inquiry, and shall comply with the procedures of the City’s Public Affairs

staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

XI. CPA DISCLOSURE

Contractor is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the services Contractor is providing, non-CPA holders may provide the services under the Contract.

XII. USE OF TECHNOLOGIES

Contractor may license certain proprietary and third-party software tools ("Enabling Tools") for use by City to facilitate the Services. All other use is prohibited. City may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and City access to the deliverables as set forth in the applicable Task Order ("Deliverables") and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. City shall download such Deliverables and documents for its records. City acknowledges Enabling Tools may be used notwithstanding other requirements of this Contract and may be subject to additional terms specified in an engagement letter or other agreement. Enabling Tools are provided on an "as is," "as available" basis.

XIII. THIRD-PARTY SERVICE PROVIDERS

City acknowledges and agrees that Contractor's third-party service providers ("Vendors"), including Contractor's cloud service providers, may have access to confidential information from onshore and offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to City's confidential information. Contractor represents to City that with respect to each Vendor Contractor has technical, legal and/or other safeguards, measures, and controls in place to protect Confidential Information of City from unauthorized disclosure or use, and that such safeguards are at least as strong as those required to be maintained by Contractor under this Agreement.

XIV. CONTRACTOR RESOURCES

Contractor may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which may be in or outside the United States, to assist in the performance of the services. Contractor remains responsible to City for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent Contractor is obligated under the terms of this Agreement. With the understanding that Contractor will remain responsible to City for the Contractor Resources, City acknowledges and agrees that the Contractor Resources will not be subject to flow-down terms set forth in this Agreement.

XV. CITY VENDORS AND CONFLICTS

The City is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the City. Contractor will perform an internal search for any potential client conflicts relating to any of the City's vendors identified by the City as having a role in connection with Contractor's performance of this Contract. Contractor will advise the City of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform the City. Contractor shall perform this Contract in accordance with applicable professional standards. The City and Contractor agree to attempt to mitigate identified conflicts. At any time during such mitigation process, either party may terminate for convenience.

XVI. OWNERSHIP OF MATERIALS

Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to City, all right, title and interest in and to Deliverables except to the extent any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Contract are contained therein, and (ii) grants City a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with City's internal use of Deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to City, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, City agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.

XVII. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. The City may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

XVIII. MANAGEMENT DECISIONS

The City acknowledges and agrees that Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the City. The Contractor will not perform management functions or make management decisions for the City. This does not limit the requirements imposed under

Government Code 1090.

XIX. THIRD-PARTY USAGE

Any advice, recommendations, information, Deliverables or other work product provided to the City under this Contract is for the sole use of the City, and is not intended to be, and may not be, relied upon by any third-party, and all advice, recommendations, information, Deliverables, or other work product may be marked to so indicate

XX. DISPUTES

In the event a dispute arises between the parties, they shall meet in good faith effort to resolve that dispute and, if agreed upon by the parties, proceed to non-binding mediation.

XXI. LIMITATION OF LIABILITY

- A. Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract or the services performed under the Contract shall be limited to the amount of fees paid to the Contractor under the Contract or the minimum Professional Liability coverage limit requirements stated in Exhibit 1: Insurance Requirements, whichever one is higher. The Contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.
- B. Section shall not limit: (a) liability for breach of any confidentiality obligation, (b) liability for infringement of City's party's intellectual property rights or liability for infringement of a third party's intellectual property rights arising out of Contractor's acts or omissions, (c) Contractor's liability for personal injury or death or for damage to real property or tangible personal property caused by the negligence or willful misconduct of Contractor or its employees; or (d) liability for payment of interest added by a court of law or an arbitration panel to a judgment entered in any action or proceeding under this Agreement.

XXII. ENTIRE AGREEMENT

- A. This Agreement includes fifteen (15) pages and one (1) Attachment which constitute the entire understanding and agreement of the parties.
- B. The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25) [v.2] ("Standard Provisions"), which are attached hereto as Attachment A and made a part hereof. The order of precedence for interpretative purposes shall be a) this Agreement; and b) the Standard Provisions; and (c) any other attachments in descending letter order. Notwithstanding the foregoing, the following changes set forth in paragraphs below are hereby made to the Standard Provisions:

i. PSC-9. Termination is modified by adding the following as subsection D:
The CONTRACTOR shall not have any liability to the CITY as a result of the CITY'S use of any unfinished, incomplete, or draft work products and materials that are furnished to the CITY, provided that the CONTRACTOR has notified the CITY of the incomplete status of such material and the exact nature of any deficiencies in the material or the product.

ii. PSC-9. Termination B. Termination for Breach of Contract., Subsection 5. e. is deleted in its entirety and replaced by the following:
For the purposes of this provision, a Key Person is the lead account partner, lead account director, the Los Angeles Office managing partner, the national industry leader or employee assigned to this contract.

iii. PSC-16. Retention of Records is deleted in its entirety and replaced by the following:

CONTRACTOR shall maintain all timekeeping and expense records ("Records"), including records of financial transactions and records mandated by City contracting and ethics ordinances specified in this Contract pertaining to the performance of this Contract, in their original form or as otherwise approved by the CITY. These Records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The Records will be subject to examination and audit by authorized City personnel or CITY'S representative at any time. Contractor shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the Records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

iv. PSC-22. Data Protection is deleted in its entirety and replaced by the following:

CONTRACTOR shall protect, using industry standard secure means and technology that is commercially available, CITY-provided data or consumer provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide regular updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach has been effectively resolved to CITY'S satisfaction. Contractor shall conduct an investigation of the Data

Breach and shall share the report of the investigation with CITY, as permitted by professional standards. At CITY'S sole discretion, CITY and its authorized agents shall have the right to participate in the investigation. The CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

A. If any claims are brought against City for any Data Breach arising out of Contractor's acts or omissions, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against such claims, including any resulting liability.

- v. PSC-24. Best Terms is deleted in its entirety and replaced by the following:

Throughout the term of this Contract, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this Contract ("Best Terms"). For purpose of this Contract, "Best Terms" shall mean terms, prices, and discounts offered by the CONTRACTOR'S Representative as defined in Section I. to California State and Local Government Clients for similar services being provided to the City within a specific task issued to CONTRACTOR'S Representative for the term of the specific task order.

- vi. PSC-43. Confidentiality is deleted in its entirety and replaced with the following:

All documents, information and materials provided to CONTRACTOR by the CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law or applicable professional standards. CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

- vii. EXHIBIT 1 – Insurance Contractual Requirements paragraph 1 is deleted in its entirety and replaced with the following:

1. Additional Insured. Except for Contractor's Professional Liability policy, the CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured.

- viii. EXHIBIT 1 – Insurance Contractual Requirements paragraph 8 is deleted in its entirety and replaced with the following:

8. Aggregate Limits/Impairment – Reserved

- C. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

XXIII. MISCELLANEOUS

- A. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. Each party acknowledges that it has read and understands this Agreement and had an opportunity to consult with counsel of its choosing.
- B. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.
- C. Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES

KPMG, LLP

a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: *Rick Cole*

Rick Cole
Chief Deputy Controller
Office of the Controller

Date: Apr 25, 2025

By: *Bindiya*
Bindiya (Apr 25, 2025 15:31 PDT)

Bindiya Khurana
Principal

Date: Apr 25, 2025

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

ATTEST:
Petty F. Santos, Interim City Clerk

By: *Brent L. Nichols*
Brent L. Nichols (Apr 25, 2025 15:53 PDT)

Brent Nichols
Deputy City Attorney

Date: Apr 25, 2025

By: *Maail G.*

Date: Apr 28, 2025

City Business License Number: 0000221331-0001-0

Internal Revenue Service ID Number: 13-5565207

Said Agreement is Number C-200448 of City Contracts



ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 Construction of Provisions and Titles Herein 1

PSC-2 Applicable Law, Interpretation and Enforcement..... 1

PSC-3 Time of Effectiveness..... 1

PSC-4 Integrated Contract 2

PSC-5 Amendment..... 2

PSC-6 Excusable Delays..... 2

PSC-7 Waiver..... 2

PSC-8 Suspension 2

PSC-9 Termination 3

PSC-10 Independent Contractor 5

PSC-11 Contractor’s Personnel..... 5

PSC-12 Assignment and Delegation 6

PSC-13 Permits..... 6

PSC-14 Claims for Labor and Materials..... 6

PSC-15 Current Los Angeles City Business Tax Registration Certificate Required 6

PSC-16 Retention of Records, Audit and Reports..... 6

PSC-17 Bonds..... 7

PSC-18 Indemnification 7

PSC-19 Intellectual Property Indemnification 7

PSC-20 Intellectual Property Warranty 8

PSC-21 Ownership and License..... 8

PSC-22 Data Protection 9

PSC-23 Insurance..... 9

TABLE OF CONTENTS (Continued)

PSC-24 Best Terms..... 9

PSC-25 Warranty and Responsibility of Contractor..... 10

PSC-26 Mandatory Provisions Pertaining to Non-Discrimination in Employment..... 10

PSC-27 Child Support Assignment Orders..... 10

PSC-28 Living Wage Ordinance..... 11

PSC-29 Service Contractor Worker Retention Ordinance..... 11

PSC-30 Access and Accommodations..... 11

PSC-31 Contractor Responsibility Ordinance..... 12

PSC-32 Business Inclusion Program..... 12

PSC-33 Slavery Disclosure Ordinance..... 12

PSC-34 First Source Hiring Ordinance..... 12

PSC-35 Local Business Preference Ordinance..... 12

PSC-36 Iran Contracting Act..... 12

PSC-37 Restrictions on Campaign Contributions in City Elections..... 12

PSC-38 Contractors' Use of Criminal History for Consideration of Employment Application..... 13

PSC-39 Limitation of City's Obligation to Make Payment to Contractor..... 13

PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards..... 14

PSC-41 Compliance with California Public Resources Code Section 5164..... 14

PSC-42 Possessory Interests Tax..... 14

PSC-43 Confidentiality..... 15

PSC-44 Contractor Data Reporting..... 15

Exhibit 1 Insurance Contractual Requirements..... 16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: 11/04/2024

Agreement/Reference: RFP (RAMP ID# 218133)- LA City Controller - LA Harbor Department Industrial Economic and Administrative Survey (max. \$500,000)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability City of Los Angeles must be named as an additional insured party. \$1,000,000

Products/Completed Operations Sexual Misconduct _____
 Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions) \$1,000,000

Discovery Period Twelve (12) months after completion of work or date of termination.

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage Boiler and Machinery
 Flood _____ Builder's Risk
 Earthquake _____ _____

Pollution Liability _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance _____

Other: Submitted to Nicole Osborn at City Controller (213) 978-7252, 11/4/2024.

**Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**Insurance certificates must be compliant and properly submitted on KwikComply PRIOR to commencement of any work or task orders.
