

AGREEMENT

**34601**

THIS AGREEMENT is made and entered, in duplicate, as of April 19, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 18, 2017, by and between KPMG CORPORATE FINANCE LLC, a Delaware limited liability company ("Consultant"), with a place of business at 550 S. Hope Street, Suite 1500, Los Angeles, California 90071, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with City's review of proposals submitted by prospective organizers/operators of the annual Long Beach Grand Prix racing event; and

WHEREAS, pursuant to the Consultant's proposal, attached hereto and incorporated herein by this reference as Exhibits "A" (the "Proposal"), City has selected Consultant and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in the Proposal, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for the first year of the Agreement, at the rates or charges shown in Exhibit "B", attached hereto and incorporated herein by this reference.

1                   2.     PAYMENT.

2                   A.     Consultant may select the time and place of performance for  
3 these services; provided, however, that access to City documents, records and the  
4 like, if needed by Consultant, shall be available only during City's normal business  
5 hours and provided that milestones for performance, if any, are met.

6                   B.     Consultant represents that Consultant has obtained all  
7 necessary information on conditions and circumstances that may affect its  
8 performance and has conducted site visits, if necessary.

9                   C.     CAUTION: Consultant shall not begin work until this  
10 Agreement has been signed by both parties and until Consultant's evidence of  
11 insurance has been delivered to and approved by City.

12                  3.     TERM. The term of this Agreement shall commence at midnight on  
13 April 19, 2017, and shall terminate at 11:59 p.m. on April 18, 2018, unless sooner  
14 terminated as provided in this Agreement, or unless the services or the Project is  
15 completed sooner.

16                  4.     COORDINATION AND ORGANIZATION.

17                  A.     Consultant shall coordinate its performance with the Office of  
18 the City Auditor. Consultant shall advise and inform City's representative of the work  
19 in progress on the Project in sufficient detail so as to assist City's representative in  
20 making presentations and in holding meetings on the Project.

21                  B.     The parties acknowledge that a substantial inducement to City  
22 for entering this Agreement was and is the reputation and skill of Consultant's key  
23 employees, as specified in their proposal. City shall have the right to approve any  
24 person proposed by Consultant to replace those key employees.

25                  5.     INDEPENDENT CONTRACTOR. In performing its services,  
26 Consultant is and shall act as an independent contractor and not an employee,  
27 representative or agent of City. Consultant shall have control of Consultant's work and the  
28 manner in which it is performed. Consultant shall be free to contract for similar services to

1 be performed for others during this Agreement; provided, however, that Consultant acts in  
2 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
3 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
4 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
5 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
6 the usual and customary rights, benefits or privileges of City employees. Consultant  
7 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
8 shall represent themselves to be employees or agents of City.

9 6. INSURANCE.

10 A. As a condition precedent to the effectiveness of this  
11 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
12 duration of this Agreement, from insurance companies that are admitted to write  
13 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
14 Company or from authorized non-admitted insurance companies subject to Section  
15 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
16 by A.M. Best Company, the following insurance:

17 (a) Commercial general liability insurance (equivalent in scope to  
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
20 coverage shall include but not be limited to broad form contractual liability,  
21 cross liability, independent contractors liability, and products and completed  
22 operations liability. City, its boards and commissions, and their officials,  
23 employees and agents shall be named as additional insureds by  
24 endorsement (on City's endorsement form or on an endorsement equivalent  
25 in scope to I HS 24800713 or ISO form CG 20 10 11 85 or CG 20 26 11 85  
26 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and  
27 CG 20 37 07 04), and this insurance shall contain no special limitations on  
28 the scope of protection given to City, its boards and commissions, and their

officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000.

(c) Professional liability or errors and omissions insurance in an amount not less than \$5,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program or self-insured retention must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

C. Each insurance policy shall not be canceled except after thirty (30) days prior written notice to City, Consultant shall notify City in writing within thirty (30) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

1 F. Prior to the start of performance, Consultant shall deliver to City  
2 certificates of insurance and the endorsements for approval as to sufficiency and  
3 form.

4 G. Any modification or waiver of these insurance requirements  
5 shall only be made with the approval of City's Risk Manager or designee. Not more  
6 frequently than once a year, City's Risk Manager or designee may require that  
7 Consultant, Consultant's subconsultants and contractors change the amount, scope  
8 or types of coverages required in this Section if, in his or her sole opinion, the  
9 amount, scope or types of coverages are not adequate, provided that any such  
10 change in coverage may only be implemented in connection with a modification of  
11 the Agreement's scope of work, and provided further that the parties mutually  
12 agreed to the modified scope of work.

13 H. The procuring or existence of insurance shall not be construed  
14 or deemed as a limitation on liability relating to Consultant's performance or as full  
15 performance of or compliance with the indemnification provisions of this Agreement.

16 7. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
17 contemplates the personal services of Consultant and Consultant's employees, and the  
18 parties acknowledge that a substantial inducement to City for entering this Agreement was  
19 and is the professional reputation and competence of Consultant and Consultant's  
20 employees. Consultant shall not assign its rights or delegate its duties under this  
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
22 of City, except that Consultant may with the prior approval of the City Auditor of City, assign  
23 any moneys due or to become due Consultant under this Agreement. Any attempted  
24 assignment or delegation shall be void, and any assignee or delegate shall acquire no right  
25 or interest by reason of an attempted assignment or delegation. Furthermore, Consultant  
26 shall not subcontract any portion of its performance without the prior approval of the City  
27 Auditor or designee, or substitute an approved subconsultant or contractor without  
28 approval prior to the substitution. Nothing stated in this Section shall prevent Consultant

1 from employing as many employees as Consultant deems necessary for performance of  
2 this Agreement.

3 8. CONFLICTS. City is aware that Consultant may be providing  
4 assurance, tax and/or advisory services to other actual or potential vendors of City.  
5 Consultant will perform an internal search for any potential client conflicts relating to any of  
6 City's vendors identified by City as having a role in connection with Consultant's  
7 performance of this Agreement. City hereby agrees that a vendor's status as a Consultant  
8 client does not impact Consultant's engagement to perform this Agreement. Consultant  
9 will advise City of any conflicts of interest that could prevent it from performing this  
10 Agreement. However, Consultant is a large firm that is engaged by new clients on a daily  
11 basis and as a result it cannot guarantee that, following its conflict search, an engagement  
12 for any other related party will not be accepted somewhere else in Consultant's firm.  
13 Should any new information come to Consultant's attention, Consultant will promptly inform  
14 City. Consultant shall perform this Agreement in accordance with applicable professional  
15 standards.

16 9. MATERIALS. Consultant shall furnish all labor and supervision,  
17 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
18 necessary to or used in the performance of Consultant's obligations under this Agreement.

19 10. OWNERSHIP OF DATA. All materials, information and data  
20 prepared, developed or assembled by Consultant, as well as materials, information or data  
21 furnished to Consultant by the City in connection with this Agreement ("Data") shall be the  
22 exclusive property of the City. Data shall be given to City, and City shall have the  
23 unrestricted right to use and disclose the Data in any manner and for any purpose without  
24 payment of further compensation to Consultant. Copies of Data may be retained by  
25 Consultant but Consultant warrants that Data shall not be made available to any person or  
26 entity for use without the prior approval of City, except as required by law, legal process or  
27 to fulfill professional standards or obligations or as otherwise permitted in this Agreement.  
28 This warranty shall survive termination of this Agreement for seven (7) years.

11. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 2 with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver all completed reports as well as all Data provided to the Consultant by the City in the performance of this Agreement. Consultant may retain a copy of information received, developed, or otherwise relating to this Agreement in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this paragraph.

12. CONFIDENTIALITY. Consultant, its subcontractors and vendors shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant, its subcontractors and vendors shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant, its subcontractors and vendors shall not disclose any or all of the Data to any unauthorized third party, or use it for Consultant's, its subcontractors' and vendors' own benefit or the benefit of others except for the purpose of this Agreement.

13. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
2 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
3 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
4 disclosed in order to comply with law, legal process or applicable professional standards;;  
5 or (e) the Data is disclosed to one of Consultant's subcontractors, vendors or third-party  
6 service providers in connection with Consultant's performance of this Agreement.

7 14. ADDITIONAL COSTS. Any costs incurred by City due to Consultant's  
8 failure to meet the standards required by the scope of work or Consultant's failure to  
9 perform fully the tasks described in the scope of work which, in either case, causes City to  
10 request that Consultant perform again all or part of the Scope of Work shall be at the sole  
11 cost of Consultant and City shall not pay any additional compensation to Consultant for its  
12 re-performance.

13 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
14 amended, nor any provision or breach waived, except in writing signed by the parties which  
15 expressly refers to this Agreement.

16 16. LAW. This Agreement shall be governed by and construed pursuant  
17 to the laws of the State of California (except those provisions of California law pertaining  
18 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
19 regulations of and obtain all permits, licenses and certificates required by all federal, state  
20 and local governmental authorities. In the event of a dispute, the parties agree to  
21 participate in non-binding mediation prior to commencing litigation in a California court of  
22 competent jurisdiction.

23 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
24 constitutes the entire understanding between the parties and supersedes all other  
25 agreements, oral or written, with respect to the subject matter in this Agreement.

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its  
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant’s breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant’s control, in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”).

B. In addition to Consultant’s duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant’s expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the negligence or willful misconduct of Indemnified Parties, Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. For the sake of clarity, Consultant has no obligation to indemnify the City from any claims resulting from acts or omissions of the City.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

1           19.    AMBIGUITY. In the event of any conflict or ambiguity between this  
2 Agreement and any Exhibit, including the Request for Proposal, the provisions of this  
3 Agreement shall govern.

4           20.    NONDISCRIMINATION.

5           A.     In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Consultant shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Consultant shall ensure that applicants are employed, and that  
10 employees are treated during their employment, without regard to these bases.  
11 These actions shall include, but not be limited to, the following: employment,  
12 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
13 termination; rates of pay or other forms of compensation; and selection for training,  
14 including apprenticeship.

15           B.     It is the policy of City to encourage the participation of  
16 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
17 procurement process, and Consultant agrees to use its best efforts to carry out this  
18 policy in its use of subconsultants and contractors to the fullest extent consistent  
19 with the efficient performance of this Agreement. Consultant may rely on written  
20 representations by subconsultants and contractors regarding their status.  
21 Consultant shall report to City in May and in December or, in the case of short-term  
22 agreements, prior to invoicing for final payment, the names of all subconsultants  
23 and contractors hired by Consultant for this Project and information on whether or  
24 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
25 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

26           21.    EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

2 A. During the performance of this Agreement, the Consultant  
3 certifies and represents that the Consultant will comply with the EBO. The  
4 Consultant agrees to post the following statement in conspicuous places at its place  
5 of business available to employees and applicants for employment:

6 "During the performance of a contract with the City of Long Beach, the  
7 Consultant will provide equal benefits to employees with spouses and its  
8 employees with domestic partners. Additional information about the City of  
9 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
10 Long Beach Business Services Division at 562-570-6200."

11 B. The failure of the Consultant to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

13 C. If the Consultant fails to comply with the EBO, the City may  
14 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
15 to become due under the Agreement may be retained by the City. The City may  
16 also pursue any and all other remedies at law or in equity for any breach.

17 D. Failure to comply with the EBO may be used as evidence  
18 against the Consultant in actions taken pursuant to the provisions of Long Beach  
19 Municipal Code 2.93 et seq., Contractor Responsibility.

20 E. If the City determines that the Consultant has set up or used its  
21 contracting entity for the purpose of evading the intent of the EBO, the City may  
22 terminate the Agreement on behalf of the City. Violation of this provision may be  
23 used as evidence against the Consultant in actions taken pursuant to the provisions  
24 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

25 22. NOTICES. Any notice or approval required by this Agreement shall  
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Auditor. Notice of

1 change of address shall be given in the same manner as stated for other notices. Notice  
2 shall be deemed given on the date deposited in the mail or on the date personal delivery  
3 is made, whichever occurs first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all  
6 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent or  
8 copyright registration on any Data or other result arising from Consultant's  
9 performance of this Agreement. By executing this Agreement, Consultant assigns  
10 any ownership interest Consultant may have in the Data to City.

11 C. Consultant warrants that the Data does not violate or infringe  
12 any patent, copyright, trade secret or other proprietary right of any other party.  
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
14 and employees harmless from any and all claims, demands, damages, loss, liability,  
15 causes of action, costs or expenses (including reasonable attorney's fees) whether  
16 or not reduced to judgment, arising from any breach or alleged breach of this  
17 warranty.

18 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
19 that Consultant has not employed or retained any entity or person to solicit or obtain this  
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
21 commission or other monies based on or from the award of this Agreement. If Consultant  
22 breaches this warranty, City shall have the right to terminate this Agreement immediately  
23 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
24 due under this Agreement or otherwise recover the full amount of the fee, commission or  
25 other monies.

26 25. WAIVER. The acceptance of any services or the payment of any  
27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 5, 8, 9, 15,  
5 17 and 26 prior to termination or expiration of this Agreement.

6 27. TAX REPORTING. As required by federal and state law, City is  
7 obligated to and will report the payment of compensation to Consultant on Form 1099-  
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
9 resulting from payments under this Agreement. Consultant shall submit Consultant's  
10 Employer Identification Number (EIN), or Consultant's Social Security Number if  
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
12 Financial Management. Consultant acknowledges and agrees that City has no obligation  
13 to pay Consultant until Consultant provides one of these numbers.

14 28. ADVERTISING. Consultant shall not use the name of City, its officials  
15 or employees in any advertising or solicitation for business or as a reference, without the  
16 prior approval of the City Manager or designee.

17 29. AUDIT. City shall have the right at all reasonable times during the  
18 term of this Agreement and for a period of five (5) years after termination or expiration of  
19 this Agreement to examine, audit, inspect, review, extract information from and copy all  
20 timekeeping and expense records of Consultant relating to this Agreement.

21 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
22 designed to or entered for the purpose of creating any benefit or right for any person or  
23 entity of any kind that is not a party to this Agreement.

24 31. ADDITIONAL PROVISIONS.

25 A. Limitation of Liability. Notwithstanding anything else herein to the  
26 contrary, the liability of Consultant on account of any actions, damages, claims, liabilities,  
27 costs, expenses or losses in any way arising out of or relating to the services performed  
28 under this Agreement shall be limited to the amount of fees paid or owing to Consultant

1 under this Agreement. In no event shall Consultant be liable for consequential, special,  
2 indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including,  
3 without limitation, lost profits and opportunity costs). This section shall apply regardless of  
4 the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in  
5 contract, statute, tort (including but not limited to negligence) or otherwise and shall survive  
6 termination or expiration.

7 B. Third Party Usage. Any advice, recommendations, information,  
8 deliverables or other work product provided to City under this Agreement is for the sole use  
9 of City, and is not intended to be, and may not be, relied upon by any third party, and all  
10 advice, recommendations, information, deliverables, or other work product may be marked  
11 to so indicate.

12 C. California Accountancy Act. For engagements where services will be  
13 provided by Consultant through offices located in California, City acknowledges that certain  
14 of Consultant's personnel who may be considered "owners" under the California  
15 Accountancy Act and implementing regulations (California Business and Professions Code  
16 section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services  
17 in connection with this engagement, may not be licensed as certified public accountants  
18 under the laws of any of the various localities.

19 D. Use of Vendors. City acknowledges that in connection with the  
20 performance of services under this Agreement, Consultant may use the services of KPMG-  
21 controlled entities and/or member firms of KPMG International to complete the services  
22 required by this Agreement. City also acknowledges that in connection with the  
23 performance of services under this Agreement, Consultant uses vendors within and without  
24 the United States to provide at Consultant's direction administrative and clerical services  
25 to Consultant. These KPMG-controlled entities, member firms of KPMG International, and  
26 vendors ("Third Parties") may in the performance of such services have limited access to  
27 information, including but not limited to confidential information, received by Consultant  
28 from or at the request or direction of City. Consultant will have full responsibility to cause

1 these Third Parties to comply with such conditions of confidentiality and Consultant shall  
2 be responsible for any consequences of their failure to comply. Accordingly, City consents  
3 to Consultant's disclosure to such Third Parties, and the use by such Third Parties of data  
4 and information, including but not limited to confidential information, received from or at the  
5 request or direction of City for the purposes set forth herein.

6 E. Ownership of Materials. Consultant retains all ownership rights in any  
7 proprietary methodologies, methods, processes, or procedures of Consultant that pre-exist  
8 or were developed outside the scope of this Agreement. If any such property of Consultant  
9 is contained in any of the deliverables hereunder, Consultant grants to City a royalty-free,  
10 paid-up, non-exclusive, perpetual license to use such Consultant intellectual property in  
11 connection with City's use of the deliverables.

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IN WITNESS WHEREOF, the parties have caused this document to be duly  
executed with all formalities required by law as of the date first stated above.

KPMG CORPORATE FINANCE LLC, a  
Delaware limited liability company

\_\_\_\_\_, 2017

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Liam Kelly

4/19  
\_\_\_\_\_, 2017

By \_\_\_\_\_  
Managing Director  
LIAM KELLY  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

4/21  
\_\_\_\_\_, 2017

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on April 20, 2017.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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EXHIBIT "A"  
PROPOSAL

## EXHIBIT A

### KPMG CORPORATE FINANCE, LLC

#### SCOPE OF WORK

#### EVALUATION/SELECTION OF GRAND PRIX LONG BEACH OPERATOR

Pricing Options	Scope to include	\$
Technical, Economic, Financial & Commercial Review	Review of technical qualifications, references, referenced engagements; assessment of technical proposal for reasonableness and achievability; comment and review on proposal economic data and sensitivity analyses; assessment of financial capability of proposer teams; Review of financial plan and financial data in proposals provided; assessment of commercial viability and review of risks allocated between parties.	<i>Total Not to Exceed for Proposal Review \$150,000</i>

EXHIBIT "B"  
RATES AND CHARGES

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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## Exhibit B

### Rate Sheet

#### ***KPMG Infrastructure Advisory***

Principal	\$535.00
Director	\$465.00
Manager	\$390.00
Senior Associate	\$310.00
KPMG Global Services	\$175.00
Support	\$70.00

#### ***KPMG Economic Valuation Services***

Partner / Managing Director (EVS)	\$510.00
Senior Manager (EVS)	\$430.00
Manager (EVS)	\$370.00
Senior Associate (EVS)	\$300.00
Associate (EVS)	\$180.00

#### ***Apex Circuit Design (Subcontractor)***

Consultant Designer	\$240.00
Senior Design Consultant	\$160.00
Junior Design Consultant	\$130.00