

REQUEST FOR PROPOSALS - #DCFS21-04 FINANCIAL STATEMENT AUDIT SERVICES

Release Date: February 9, 2021

Proposal Due Date: **March 19, 2021, 5:00 P.M. PST**
Los Angeles Fire and Police Pensions
Internal Audit Section
Email to: audit@lafpp.com

RFP Administrator: **Cynthia Varela**
Internal Audit Section
Email: audit@lafpp.com
Phone: (213) 279-3175
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All questions must be e-mailed to the RFP Administrator no later than: **February 15, 2021, 5:00 P.M. PST**
Any questions concerning the RFP will be due by the date/time above and all answers will be posted by February 22, 2021 on the RFP page of the LAFPP Website, www.lafpp.com/requests-proposals.

Official RFP Notices/Addendums To ensure that no firm is provided advantage over another, all requirements are specified in this RFP. Any changes to the requirements will be posted as an addendum to the RFP on the LAFPP Website, www.lafpp.com/requests-proposals. Proposers are solely responsible for monitoring the Website and adhering to RFP addendums.

Prohibited Communications From the RFP release date until a contract for these services is fully executed, firms are prohibited from communicating with Board members or staff, other than the RFP Administrator, concerning this RFP or the resulting contract. Any communications could be considered attempts to lobby or market services and is therefore prohibited by LAFPP's Marketing Cessation Policy. Firms will be disqualified from contract consideration if the prohibition is not honored.

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1 Introduction

1.1 Purpose

The City of Los Angeles Fire & Police Pensions (“LAFPP” or “Plan”) is seeking proposals from qualified certified public accounting firms to conduct annual audits of LAFPP’s financial statements for the fiscal years ending June 30, 2021, 2022, and 2023. Firms submitting proposals must have previous experience in auditing large Public Pension/Retirement Systems with at least \$5 billion in plan net assets. LAFPP intends to award a three-year contract with a maximum fee proposal for each fiscal year.

The State of California requires all California Public Retirement Systems to furnish audited financial statements to the State Controller annually under Sections 7501-7504 of the Government Code. Audited financial statements are also required under the City of Los Angeles Charter Section 362.

To assist your firm in estimating the level of effort required to render an opinion on the compliance requirements, the Minimum Audit Requirements and Reporting Guidelines for Public Retirement Systems issued by the State of California Controller’s Office are available at https://sco.ca.gov/Files-ARD-Local/LocRep/retirement_audreqs.pdf

1.2 LAFPP Background

LAFPP is one of three pension systems for the City of Los Angeles (City). LAFPP administers the pension and retirement health subsidy plans of the City of Los Angeles’ sworn firefighters and police officers, including the police officers employed by the Los Angeles World Airports and Port of Los Angeles. The Board of Fire and Police Pension Commissioners (the Board) governs LAFPP in accordance with Los Angeles Charter §1106, consistent with Article XVI, Section 17 of the California Constitution. The Board consists of nine members. Five commissioners are appointed by the Mayor and four are elected by the active and retired members of the Fire Department and the Police Department (two from each department).

The Plan is a defined benefit single-employer pension plan that operates under the provisions of Charter Sections 1200-1726 and Chapter 20 of the Administrative Code of the City of Los Angeles. It is composed of six membership tiers with over 26,000 active and retired members, including survivors. The Plan also consists of a health subsidy plan operated under the provisions of the City of Los Angeles Charter (Sections 1330, 1428, 1518, 1618, and 1718) and Administrative Code (Chapter 11.5 and Section 4.2018 of Chapter 20). Plan net assets are valued at approximately \$28 billion as of January 2021 and are invested in a diversified portfolio that



includes equities, private equity, real estate, and commodities. Total pension and health benefit expenses for fiscal year 2020-21 are projected to be \$1.3 billion.

1.3 Prior Audits and Actuarial Reports

The accounting firm Simpson & Simpson, LLP performed the audits of the financial statements for the fiscal years ending June 30, 2016, 2017, 2018, 2019 and 2020.

The Segal Company, the consulting actuary, prepared the annual actuarial valuation of the Plan assets and liabilities as of June 30, 2020.

The Plan's Audited Financial Statements and Annual Actuarial Valuation are available at <https://www.lafpp.com/financial-reports>

1.4 Minimum Qualifications

All proposers must clearly demonstrate and document in the proposal the following minimum qualifications. Proposals not meeting the minimum qualifications will not be reviewed or evaluated.

- 1.4.1 The firm must have key personnel with at least five years of experience auditing governmental agencies and/or public pension funds.
- 1.4.2 The Engagement Partner must be licensed to practice in the State of California as a Certified Public Accountant and must demonstrate a strong knowledge of governmental accounting and auditing requirements from prior audit experience of governmental entities and large Public Pension/Retirement Systems with at least \$5 billion in plan net assets. The Engagement Partner must directly supervise all services provided to LAFPP under this contract.

1.5 Scope of Services

The selected certified public accounting firm will be contracted to provide the following financial audit and advisory services:

- 1.5.1 Perform annual audits with the objective of expressing an opinion of whether LAFPP's financial statements for its Pension & Health Subsidy Plans, and notes to the financial statements are fairly presented, in all material aspects, in conformity with the *Minimum Audit Requirements and Reporting Guidelines of Public Retirement Systems* issued by the State of California Office of the Controller, and the *Government Auditing Standards* issued by the Comptroller General of the United States.



As part of the scope of this service, the selected firm shall:

1. Submit independent audit reports expressing an opinion on LAFPP's financial statements and notes to the financial statements.
2. Communicate audit observations (whether caused by error or fraud) during the course of the audit in accordance with the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.
3. Test an appropriate sample of: (1) active member accounts for verification of service credit and total on deposit, (2) benefits granted during the year for service retirements, disabilities, survivorships, deferred retirement option plan (DROP) payments, medical and dental subsidies and reimbursements, and refund of contributions. The auditor shall make an independent review of the procedures and payments and report the findings.
4. Test census data provided to the actuary for completeness and accuracy. Select sample records of the active, inactive, and retired participants and test the underlying data of selected participants each year to obtain sufficient and appropriate evidence that the census data reported to the actuary for actuarial valuation and GASB reporting is correct.
5. Examine all investments to ascertain the documented existence of securities, to verify cost data with accounting records, and to review the accumulation of reported cost, book value, and market value of the various investment portfolios, and to verify compliance and adherence to the Board's investment policy and asset allocation plan.
6. Perform "subsequent events" audit procedures to comply with the City of Los Angeles' external auditor's requirements.
7. Issue Management Letters to the Board on internal control deficiencies discovered during the audits and opportunities for cost reduction and efficiency in operations.
8. Attend Board meetings to present the independent audit reports to LAFPP's Board.
9. Retain all working papers and reports at the firm's expense for a minimum of five (5) years. The firm will be required to make working papers available to LAFPP upon request. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.



- 1.5.2** Perform annual audits of schedules related to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No.27*, and GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, with the objective of expressing an opinion about whether these schedules are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States.

As part of the scope of this service, the selected firm shall:

1. Submit independent audit reports expressing an opinion on the fair presentation of the schedules pertaining to GASB Statement No. 68 and No. 75. The selected firm shall work closely with LAFPP's actuary and the City's external auditor and actuary, as necessary, to ensure timely financial reporting.
2. Attend Board meetings to present the independent audit reports to LAFPP's Board.
3. Retain all working papers and reports at the firm's expense for a minimum of five (5) years. The firm will be required to make working papers available to LAFPP upon request. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

- 1.5.3** Provide related advisory services on:

1. Preparation of LAFPP's Comprehensive Annual Financial Report to meet the requirements of the Government Finance Officers Association's Certificate of Excellence in Financial Reporting.
2. GASB pension accounting and financial reporting requirements.
3. Other advisory services, as needed.

- 1.5.4** Upon LAFPP establishing an Internal Revenue Code Section 115 Trust Fund account for other post-employment benefits, issue separate audit opinions on the Section 115 Trust Fund financial statements.

2 General Submittal Requirements

2.1 Contract Period

The term of this Contract shall be for a period of three (3) years, contingent upon the final approvals and signatures of the LAFPP General Manager, City Attorney, Board of Fire and Police Pension Commissioners and the authorized Contractor.



2.2 Proposal Submittal Requirements

All proposals must be submitted electronically in a PDF format, and Proposers shall complete and return all applicable documents including forms, appendices, specifications, drawings, schematic diagrams and any technical and/or illustrative literature. LAFPP may deem a proposal nonresponsive if the Proposer fails to provide all required documentation. All proposals must be received by LAFPP by 5:00 PM Pacific Standard Time (PST) on Friday, March 19, 2021. No proposal will be accepted by LAFPP after that date and time. Proposals should be emailed to audit@lafpp.com.

Submission of proposals in a manner other than as described in these instructions (e.g., fax, paper copy) will not be accepted.

2.3 Content of Proposal

Proposals shall be based only on the material contained in the RFP, amendments, addenda, and other materials published by LAFPP relating to this RFP. Proposals submitted in response to this RFP must provide the requested information in the format specified in Section 3. Adherence to this format will help to ensure a fair and objective analysis of submitted proposals. The requested information is organized into individual sections, which should correspond to individual sections in the submitted proposals. Proposals must respond to each topic in the order presented, and responses should be numbered as stated in Subsection 3.1. LAFPP reserves the right to declare as nonresponsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

Note that responses to questions MUST be specifically answered within the context of the submitted proposal. The LAFPP Proposal Evaluation Committee will NOT refer to a designated Website, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered nonresponsive.

Proposals failing to comply with the above requirements may be declared nonresponsive and eliminated from further consideration.



2.4 Proposer Questions & Restricted Contact with LAFPP Personnel

Questions regarding the RFP **must be submitted in writing via email to: audit@lafpp.com, no later than Monday, February 15, 2021, 5:00 P.M. PST.** Questions will not be accepted via telephone. Answers to questions from all Proposers will be posted on February 22, 2021 on the RFP page of the LAFPP Website, www.lafpp.com/requests-proposals.

If any questions or requirements in this RFP raise significant issues not adequately addressed in the RFP or considered relevant to the other applicants, we will provide additional information to all applicants in a timely manner.

2.5 Board Review

It is anticipated that an evaluation of responses, cost information and a recommendation of final candidates will be presented to the Board of Fire and Police Pension Commissioners for possible Board action in May 2021.

2.6 Tentative Schedule

This schedule indicates estimated dates for the RFP process. LAFPP reserves the right to adjust this schedule when appropriate.

| Date | Event |
|------------------|---|
| 2/9/2021 | Release RFP to Potential Proposers |
| 2/15/2021 | 5:00 p.m. PST – Deadline to Submit Questions |
| 2/22/2021 | LAFPP Posts Answers to Questions |
| 3/19/2021 | RFP Responses Due – must be received by 5:00 p.m. PST. |
| 3/22/2021 | Evaluation Period Begins |
| 5/20/2021 | Staff Recommendation of Final Selection of Candidates to Board for Contract Award |



3 Detailed Submittal Requirements

3.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

| <u>PROPOSAL SECTION</u> | <u>TITLE</u> |
|--------------------------------|--------------------------|
| 1.0 | Cover Letter |
| 2.0 | Table of Contents |
| 3.0 | Proposal Questionnaire |
| 4.0 | Fee Structure |
| 5.0 | Required Documents/Forms |

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

- 3.1.1 All proposals must be submitted in writing and Proposers shall complete and return all applicable documents by the specified response due date. LAFPP may deem a Proposer nonresponsive for failure to provide all required documentation by the deadline.
- 3.1.2 Number of Copies – Each Proposer shall submit **one (1) electronic copy in PDF format via email. Proposals must include the RFP title, RFP Number, and the Proposer's (company) name.**
- 3.1.3 Proposers shall not use, copy, or replicate, in any form, the City of Los Angeles seal or LAFPP logo.

3.2 Proposal Section 1.0: Cover Letter

- 3.2.1 The cover letter must include the legal business name, address, telephone number and business status (individual, limited liability partnership, corporation, etc.) of the Proposer.



- 3.2.2** The cover letter must also include the person(s) authorized to represent the Proposer in negotiations with LAFPP with respect to the RFP and any subsequently awarded contract. Provide the representative's name, title, address, telephone number, e-mail address and any limitation of authority for the person named.
- 3.2.3** Important Exceptions to Contract Documents – The Proposer shall clearly state in the cover letter any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 3.2.4** Conflict of Interest – The Proposer shall disclose in the cover letter any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
- 3.2.5** The cover letter shall have the following statement: “This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the Proposer has not in any manner sought by collusion to secure for themselves an advantage over any other Proposer.”
- 3.2.6** The cover letter is to be signed by a person(s) authorized to bind the Proposer to all provisions of this RFP, to any subsequent changes and to the contract if an award is made. (If the Proposer is a partnership, the proposal must be signed by a general partner in the name of the partnership. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President, and a Secretary, Treasurer or Chief Financial Officer), or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

3.3 Proposal Section 2.0: Table of Contents

Each proposal must include a Table of Contents listing the sections included in the proposal.



3.4 Proposal Section 3.0: Proposal Questionnaire

Please provide a thorough answer immediately following each question. If attachments are provided in response to a question, indicate in the answer the specific tab and/or pages which respond to the question.

3.4.1 Demonstration of Minimum Qualifications

Please provide information to demonstrate that the firm meets the minimum qualifications of the RFP.

- (a) Experience with Similar Contracts – Proposer shall provide a description of previous work experience in servicing similar contracts over the past five years for governmental agencies or public pension systems. Provide five references from clients each with plan net assets in excess of \$5 billion, for whom the primary Engagement Partner or Audit Manager provided auditing and/or accounting services. Please provide the information in the following format:

| Client's Name and Address | Services Provided | Beginning and Ending Dates of Contract | Primary Engagement Partner or Manager | Client Contact Person (name, title, telephone number, and email address) |
|---------------------------|-------------------|--|---------------------------------------|--|
| | | | | |

Note: Submission of a proposal in response to this RFP constitutes permission to LAFPP to contact any identified previous clients to request information on the performance of the Proposer.

- (b) Submit a resume for the proposed Engagement Partner including: title; key experience relating to this scope of work; professional licenses and certifications held; current clients, past public pension fund clients in last five years, and past California public pension fund clients in last three years.
- (c) List the names, office location(s) and duties of the members of the proposed audit team that would be responsible for our account and provide resumes including titles, functions, the number of years in auditing with your firm, education background, and related experience in auditing public pension funds. Note that any subsequent changes to the assigned engagement partner, supervisory and/or other audit staff must be approved by LAFPP.



3.4.2 About the Firm

Provide your responses to the questions below by replicating each question in your proposal followed by your response.

- (a) Provide a profile of the firm including a brief history, year founded, business entity type, location of headquarters and subsidiaries (if any), services provided, and number of employees, other business services, ownership structure (including any business partners), recent or expected ownership structure changes.
- (b) Provide an affirmative statement that the firm and all assigned key personnel are properly licensed to practice public accountancy in the State of California.
- (c) Provide an organizational chart of the management team of the firm.
- (d) Describe the turnover in key professional personnel in each of the last five years.
- (e) Provide your policy regarding the rotation of partners and Audit Managers on financial statement audits.
- (f) What incentives are provided to attract and retain top quality employees at your firm?
- (g) Has any officer or principal of your organization been involved in litigation or license enforcement actions relating to auditing and accounting activities? If so, provide a brief explanation and indicate the current status of the proceedings.
- (h) Describe the services of your organization that distinguish your firm from your competitors. Convincingly and briefly explain why your firm is the most qualified for this engagement.
- (i) Describe the dollar amounts of coverage for fidelity bonds, errors and omissions coverage and any other fiduciary coverage that your firm carries. List the insurance carriers supplying the coverage, amounts, and expiration dates.
- (j) How many of your audit clients are public employee retirement systems?
- (k) Provide a list of clients lost in the last five years, including the time period when services were provided and reason(s) for each account lost.
- (l) Briefly summarize your philosophy relating to the contractor's relationship with Boards, Staff, Council, etc.
- (m) Disclose the nature of any past, present, or pending relationship with any LAFPP Board commissioner, consultant, or staff.
- (n) Please describe your company's efforts to protect client data. Have you had any data breaches?
- (o) Describe how the firm keeps Social Security numbers and other private information secure.
- (p) Is your firm certified by any governmental entity as a minority-owned, woman-owned, or other business enterprise?



- (q) Describe any outreach efforts to government certified minority-owned, woman-owned, or other-business enterprises.
- (r) Describe all non-auditing services you offer. What procedures are in place that would reduce or eliminate potential conflicts of interest?
- (s) Does your firm have a sexual harassment policy? Please describe the policy and summarize any pending or anticipated litigation against the firm, its employees, or partners, involving allegations of sexual harassment or sexual misconduct.

3.4.3 Questions Concerning Your Proposal

Proposals shall demonstrate your firm's understanding of the services to be provided and their proposed approach. Provide your responses to the questions below by replicating each question in your proposal followed by your response.

- (a) Provide a description of the overall approach to be used for the work, including your approach to making the transition from LAFPP's prior auditor, if applicable.
- (b) Please describe your understanding of the scope and level of services required by this RFP.
- (c) Indicate how the quality of staff and the audit work will be assured over the term of the agreement. Please provide a copy of your firm's most recent peer review report.
- (d) What policies are in effect to control the workload as it relates to the number of clients serviced by each audit staff? Is there a limit on the number of accounts that each staff may handle concurrently?
- (e) Describe in detail your firm's experience auditing complex investments. List your in-house and/or outside consultant resources for auditing investments.
- (f) Describe your firm's experience assisting clients comply with GASB requirements.
- (g) Describe your firm's experience with proactive interpretation of new GASB statements, and resolution of accounting issues or ability to work with actuaries to implement the actuarial provisions of the various GASB Statements on pension accounting and financial reporting.



(h) The City of Los Angeles Controller's Office requires LAFPP's audited financial statements to be submitted no later than the second week of November, for inclusion in a City-wide Comprehensive Annual Financial Report (CAFR). To accomplish this objective, the following timetable must be followed:

- July – Interim audit fieldwork begins. Timing to be determined by the external auditor to ensure timely delivery of the final audit report.
- Second week of October - LAFPP submits final trial balance and financial statements to the external auditor for final fieldwork.
- Second week of November – Signed audited financial statements due to LAFPP. Ten bound copies of the audited report delivered to LAFPP.

Discuss difficulties, if any, your firm would have in meeting the timetable outlined above.

- (i) With some specificity, please discuss your approach to auditing active member accounts, retirement rolls, and census data provided to the actuary for accuracy and completeness.
- (j) With some specificity, please discuss your approach to auditing the information technology systems.
- (k) Provide a general discussion of how you would evaluate internal controls.
- (l) Provide a general discussion of how you assist your clients with their CAFR.
- (m) Describe how you would audit compliance with investment policy adopted by a governing board.
- (n) If your firm is selected, describe any startup work you would do, including timing and duration of the work.
- (o) Describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from LAFPP's staff.
- (p) Include any other information that is believed to be pertinent but not specifically requested elsewhere in this RFP.



3.4.4 Disaster Recovery and Business Continuity Plan

The Proposer shall develop, test, and maintain a Disaster Recovery and Business Continuity Plan (DR/BCP). The DR/BCP shall show how the Proposer will continue to deliver essential business functions despite damage, loss, or disruptions due to a natural or man-made emergency or disaster. The DR/BCP shall include Risk Assessment, Business Impact Analysis, Alignment of Business Strategy, Alignment to Business Continuity Strategy, Recovery Time Objectives (RTO) of when it will return to normal business functions, and Testing and Updating of the plans.

3.5 Proposal Section 4.0: Fee Schedule

Provide fees for the services outlined in RFP Section 1.5 for each year of the three-year contract using the format below. Please detail the fees by the specified services and by the contract year. The fees should be total and comprehensive and include all out-of-pocket type expenses.

| ANNUAL AUDIT SERVICES | FEE PROPOSED | | |
|--|--------------|--------|--------|
| | YEAR 1 | YEAR 2 | YEAR 3 |
| FINANCIAL STATEMENT AUDIT AND ADVISORY SERVICES (as specified in Section 1.5.1) | | | |
| GASB 68/75 AUDIT (as specified in Section 1.5.2) | | | |
| INTERNAL REVENUE SECTION 115 TRUST ACCOUNT AUDIT (as specified in Section 1.5.4) | | | |
| TOTAL ANNUAL FEE | | | |

Provide hourly billing rates by personnel classification for as-needed advisory services using the format below. Hourly rates must be fully burdened. Total costs for as-needed advisory services must be estimated and approved by LAFPP before work may commence.

| HOURLY BILLING RATES FOR AS-NEEDED ADVISORY SERVICES (for advisory services specified in Section 1.5.3) | FULLY BURDENED HOURLY BILL RATE | | |
|--|---------------------------------|--------|--------|
| | YEAR 1 | YEAR 2 | YEAR 3 |
| Classification of Personnel | | | |
| e.g. Partner, Manager, Senior, and Staff | | | |
| | | | |



3.6 Proposal Section 5.0: Required Documents/Forms

Please provide the following required documents/forms contained in the Appendix, Section 6 of this RFP:

- **Appendix 6.2: Bidder CEC Form 50**
Per RFP Section 5.14.

Failure to submit this document will deem your proposal as nonresponsive.

4 Evaluation of Responses

4.1 Evaluation Process

The selected Proposer must successfully pass all the following levels of review:

4.1.1 Level I: Review of Qualifications, Experience & References

The proposal must demonstrate that the Proposer meets the minimum qualifications (see RFP Section 1.4); has a positive record as a responsible contractor; and has the resources and experience to perform the required services delineated in RFP Section 1.5 based on the responses to the questions in RFP Sections 3.4.1, 3.4.2, 3.4.3.

4.1.2 Level II: Administrative Responsiveness

The proposal must demonstrate its responsiveness to the administrative requirements outlined in the RFP, e.g., adhering to the submittal requirements detailed in RFP Section 3.

4.1.3 Level III: Proposed Services & Fees

Each firm's proposed plan of services and fees for providing the required services, (RFP Section 3.5) are evaluated and ranked by the evaluation panel.

4.1.4 Level IV: Final Approval by the Board

The Proposer that demonstrates to be the most qualified to provide the required services at the best overall value to LAFPP, as determined by the evaluation panel, will be recommended for contract award to the Board of Fire and Police Pension Commissioners (Board). The Board at its sole discretion makes the final award determination.



4.2 Evaluation Criteria

LAFPP will select an external auditor based on the following criteria:

- Qualifications and experience of the firm
- Demonstrated understanding and ability to address LAFPP's specific needs
- Reasonableness of costs and value
- Positive contracting history

LAFPP shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in the RFP.

5 General Terms & Conditions

5.1 General Conditions

Submission of a response to this RFP shall constitute acknowledgment and acceptance of the standard terms and conditions set forth herein.

5.2 Valid Period of RFP

All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred twenty (120) days following the announced deadline for the submission of proposals under this RFP. A response to this RFP is an offer to contract with LAFPP based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted.

5.3 Proposal Submission

All proposals should be submitted by the deadline specified in the RFP. Late responses will not be considered. Proposals should contain accurate and complete information as required in this RFP. The Proposer is liable for all errors or omissions incurred by the Proposer in preparing the proposal. The Proposer will not be allowed to alter the proposal documents after the due date of submission. Unclear, incomplete, and/or inaccurate documentation may cause a response to be removed from further consideration. Unnecessary or lengthy responses beyond those needed to sufficiently respond to all of the RFP requirements should be omitted.

5.4 Proposer Assumes RFP Costs

LAFPP shall not be liable for any expenses incurred by any Proposer prior to issuing any contract that may result from this RFP.



5.5 Proposer's Right to Withdraw Proposal

The Proposer may withdraw its submitted proposal in writing at any time prior to the specified due date and time. Emailed withdrawals will be accepted. A written request, signed by an authorized representative of the company, must be submitted to:

Los Angeles Fire and Police Pensions
ATTN: Cynthia Varela, RFP Administrator
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013
cynthia.varela@lafpp.com

After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time, up to the specified due date and time.

5.6 Prohibited Use of City Seal or LAFPP Logo & Alteration of RFP

The Proposer is prohibited from using, copying, or replicating in any form the City seal or LAFPP logo. In addition, the Proposer shall not change any wording in the RFP or associated documents.

5.7 Amendments to RFP

LAFPP retains the right to amend this RFP and will make reasonable attempts to notify prospective Proposers of any changes. However, it is the Proposer's responsibility to monitor the RFP page on the LAFPP Website, www.lafpp.com/requests-proposals, for any amendments pertaining to this RFP. LAFPP will not be liable for the Proposer's failure to receive such notice and any consequential nonresponsiveness or noncompliance. LAFPP reserves the right to extend the deadline for submission. Proposers will have the right to revise their response in the event the deadline is extended.

5.8 LAFPP's Right to Reject Proposals & Withdraw RFP

LAFPP reserves the right to withdraw this RFP or reject any or all proposals at any time without prior notice; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Contractor who has previously failed to perform competently in any prior business relationship with LAFPP. The withdrawal of this RFP or rejection of any or all proposals shall not render LAFPP liable for costs or damages.



5.9 Confidential Information / Public Records Law

All responses to the RFP will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. Proposers must clearly and conspicuously identify all copyrighted material, trade secrets or other proprietary information that the Proposer claims are exempt from the California Public Records Act (CPRA) – California Government Code Section 6250 et seq.

In the event a Proposer claims that any of its documents are exempt from inspection under the CPRA, the Proposer is required to state in the proposal the following: “The Contractor will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefor.”

Failure to include such a statement shall constitute a waiver of a Proposer’s right to exemption from this disclosure.

5.10 Ownership of Documents

All reports, tables, charts, and other contract documents prepared under this RFP by the Proposer shall be and remain the property of LAFPP upon LAFPP compensation of the Contractor for its services as herein provided. Contractor shall not release to others information furnished by LAFPP or any other City agency, Commission or Board without prior written approval from LAFPP.

5.11 Award of Contract

Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the Board of Fire and Police Pension Commissioners of the City of Los Angeles, approved as to form by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. LAFPP reserves the right to negotiate the terms and conditions of any contract resulting from this RFP.

5.12 Independent Contractor

The selected Contractor shall, at all times during the term of any contract resulting from this RFP, retain its status as an independent contractor. The Contractor’s employees shall under no circumstances be considered or held to be employees or agents of either LAFPP or the City of Los Angeles.



5.13 Nondiscrimination, Equal Employment Practices & Affirmative Action Policies

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same compliance requirements.

For additional information, Proposers should contact the Office of Contract Compliance at (213) 847-1922.

5.14 Bidder Certification City Ethics Commission (CEC) Form 50

Proposers (bidders) are subject to City of Los Angeles Charter Section 470(c)(12) and related ordinances. As a result, Proposers seeking to contract with the City of Los Angeles for goods or services contracts of a value of more than \$25,000 and a term of at least three months acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if they qualify as a lobbying entity under Los Angeles Municipal Code Section 48.02.

Proposers must submit the *Bidder CEC Form 50* (Appendix 6.2) with their proposal. Proposals submitted without a completed form shall be deemed nonresponsive.

Contractors who fail to comply with City law may be subject to penalties, termination of contract and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960, or <http://ethics.lacity.org/>.



5.15 Business Inclusion Program

It is the policy of the City under the Business Inclusion Program (Mayor's Executive Directive No. 14) to help ensure that all business, including certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE) and Disabled Veterans-Business Enterprise (DVBE), have an equal opportunity to do business with the City. LAFPP strongly encourages all Proposers to make an effort to include members of these groups in any sub-contracting work to be performed if awarded the contract. The proposal shall include a list of all prospective sub-contractors, their status (MBE, WBE, OBE, etc.) and the service they will provide.

5.16 Conflict of Interest

LAFPP requires that all contractors disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP. Any relationship that may be perceived or represented as an actual or potential conflict of interest must be disclosed. Failure to disclose shall result in immediate termination of any contract resulting from this RFP.

5.17 Contractor Disclosure Policy

Any Proposer awarded a contract pursuant to this RFP must comply with the *LAFPP Contractor Disclosure Policy*, provided in Appendix 6.3. Failure to comply shall result in termination of any contract resulting from this RFP.

5.18 Standard Provisions

Proposers must comply with the *Standard Provisions for City Contracts (Rev. 10/17)[v.3]*, provided in Appendix 6.1, except for the following:

- PSC-29 Service Contractor Worker Retention Ordinance
- PSC-31 Contractor Responsibility Ordinance
- PSC-32 Business Inclusion Program
- PSC-33 Slavery Disclosure Ordinance
- PSC-34 First Source Hiring Ordinance
- PSC-35 Local Business Preference Ordinance
- PSC-36 Iran Contracting Act
- PSC-41 Compliance with California Public Resources Code Section 5164.



5.19 Bonding, Insurance & Indemnification

If awarded a contract, the respondent will furnish the City evidence of insurance coverage with minimum limits, as set forth in the Insurance Schedule of the Contract – sample insurance requirements and minimum limits are provided in Appendix 6.1. Proof of insurance must be submitted in accordance with requirements of the Office of the City Administrative Officer, Risk Management upon contract execution. Information on compliance with City Insurance and Bond requirements is appended to this RFP in Exhibit 1 of Appendix 6.1, and is also available on the City Risk Manager's Web site, <http://cao.lacity.org/risk/>.

The Contractor must maintain the required insurance coverage for the duration of any contract resulting from this RFP.

The Contractor must certify that it is aware of and will comply with Labor Code 3700 of the State of California requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any services under the terms of any contract resulting from this RFP.

The Contractor will be required to indemnify the City in accordance with the provisions set forth in PSC-18 and PSC-19 of the *Standard Provisions for City Contracts (Rev. 10/17)[v.3]*, provided in Appendix 6.1.

5.20 Business Tax Registration Certificate (BTRC)

The Contractor understands that the activity described herein constitutes doing business in the City of Los Angeles and it therefore understands that it must register for and pay a business tax pursuant to Section 21.03 of the Los Angeles Municipal Code. The Contractor shall obtain and keep current a Business Tax Registration Certificate Number (BTRC #) and all such certificates required of it and shall not allow any such certificate(s) to be revoked or suspended while any contract is in effect. The Office of Finance administers this program. They are located at City Hall, 200 North Spring Street, Room 101, Los Angeles, CA 90012. Their phone number is (844) 663-4411. Forms and instructions can be accessed via the Internet at <http://finance.lacity.org>.

5.21 Solicitation of Contributions

Any Proposer awarded a contract pursuant to this RFP must comply with the LAFPP Solicitation of Contributions Policy, provided in Appendix 6.4. Failure to comply shall result in termination of any contract resulting from this RFP.



6 Appendix

- 6.1 Standard Provisions for City Contracts (Rev. 10/17)[v.3]**
- 6.2 Bidder CEC Form 50**
- 6.3 LAFPP Contractor Disclosure Policy**
- 6.4 Solicitation of Contributions Policy and List of Fiduciaries**

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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 Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **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 and materials provided to **CONTRACTOR** by **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 **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.

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: _____

Agreement/Reference: _____

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 (WC) and Employer's Liability (EL) | |
| | WC <u>Statutory</u> |
| | EL _____ |
| <input type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers |
| | <input type="checkbox"/> Jones Act |

| | |
|--|--------------------------|
| General Liability | |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Products/Completed Operations | Sexual Misconduct |
| <input type="checkbox"/> Fire Legal Liability | |

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

Professional Liability (Errors and Omissions) _____

Discovery Period _____

| | |
|--|---|
| Property Insurance (to cover replacement cost of building - as determined by insurance company) | |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood | <input type="checkbox"/> Builder's Risk |
| Earthquake _____ | |

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance

Other: _____

Appendix 6.2 - Bidder CEC Form 50

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____, Date of Last Amendment _____.

| | |
|---|---|
| Reference Number (Bid, Contract, or BAVN) | Awarding Authority (Department awarding the contract) |
| Bidder Name | |
| Address | |
| Email Address | Phone Number |

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Name

Signature

Title

Date

APPENDIX 6.3

LAFPP CONTRACTOR DISCLOSURE POLICY

1.18 CONTRACTOR DISCLOSURE POLICY

A. PURPOSE

It is the policy of LAFPP for Contractors to disclose conflicts of interest - actual, potential and perceived.

The goal of this Policy is to prevent impropriety or the appearance of impropriety, to provide transparency and confidence in LAFPP's decision-making process, and to help ensure that investment and procurement decisions are made solely on the merits of the goods or services proposed to be provided by Contractors to LAFPP.

This Policy sets forth the circumstances under which LAFPP requires the full and timely disclosure of ex parte communications with, relationships with, and payments to, entities such as placement agents, third party marketers, lobbyists and other Intermediaries. This Policy is intended to apply broadly to all contractors with whom LAFPP conducts business.

This Policy shall apply in addition to, and is intended to supplement, any applicable state and city ethics, campaign finance, and lobbying laws found in the City's Charter, Governmental Ethics, Lobbying and Campaign Finance Ordinances, the California Political Reform Act, and the California Constitution. Unless otherwise specified or required by the context, all terms used but not defined herein shall have the same meanings ascribed to them in **Appendix A**.

The Board recognizes that the flow of communication through staff between contractors or consultants and Board members is beneficial to the conduct of system business. However, there are instances wherein contractors or consultants may have ex parte communications directly with Board members. In those instances where the contact reasonably might give the appearance of being an attempt to influence the outcome of a Board or staff decision or consultant recommendation, the Board recognizes that there might be the potential for misunderstanding, misinformation, or conflicting instructions, and therefore reasonably could be interpreted as inappropriately affecting the Board, staff, or consultant. Such communications do not always rise to the level of "undue influence" as defined in this policy, but nevertheless are subject to disclosure.

B. APPLICATION AND EXCLUSIONS

1. APPLICATION

This Policy applies to LAFPP's application, selection, and monitoring processes regarding Contractors. It is applicable to all Contractors who participate in the selection process for the award of an LAFPP contract. This policy also applies to all agreements with Contractors that are entered into after July 23, 2009, the date this Policy is adopted. Additionally, this Policy applies to existing agreements with Contractors if, after the date this Policy is adopted, (a) the term of the agreement is extended, (b) there is any increased commitment of funds by LAFPP pursuant to the existing agreement or (c) there is an amendment to the substantive terms of an existing agreement, including the fees or compensation payable to the Contractor to the extent that LAFPP's consent is required. (Amended 10/05/17)

2. EXCLUSIONS

The following contracts are excluded from this Policy:

- (1) Contracts in the amount of \$20,000 or less and for not more than a one-year period for which the General Manager has authority to approve service agreements, pursuant to Administrative Code section 10.1.1 and as authorized by the Board pursuant to Board Governance Policy 9.18.B.
- (2) Low cost equipment maintenance agreements and service for equipment repair. "Low cost" is defined as "\$2,000 or less."
- (3) Contracts for which contract terms are less than 3 months in duration.
- (4) City, state, or federal contracts/agreements for which LAFPP utilizes the existing City, state or federal contract or agreement.
- (5) Contracts with unions and associations providing approved health plans subsidized by LAFPP
(Amended 10/05/17)

C. CAMPAIGN CONTRIBUTION - PERIODIC DISCLOSURE

Except as otherwise provided in this section 1.18.C, every Contractor shall disclose monetary contributions and/or other financial benefits made directly or indirectly by such Contractor and/or any of its Officers, marketing representatives, relationship representatives, portfolio managers, members of the investment committee, and/or Intermediaries (and, in the case of individuals, the Family Members of any of them) that are decision makers involved with the product or service provided, or sought to be provided, to LAFPP, to any Elected Official, Candidate, Appointed Official or Applicable City Employee (collectively, "Contractor Campaign Contribution Disclosure"). Such Contractor Campaign Contribution Disclosures shall include contributions made during the twenty-four month period prior to Board approval of a new agreement or investment, or extension of or amendment to an existing agreement, or an increase in funding of an existing investment commitment. For private equity partnerships, including general partners, disclosure information for the prior twenty-four month period shall be provided at the time the Board considers a new or additional investment in a private equity fund. Except for private equity partnerships, including their general partners, Contractors shall also disclose any monetary contributions and/or financial benefits paid during the term of the agreement or investment on a quarterly basis. (Amended 10/05/17)

Non-investment and non-legal contractors paid \$20,000 or less each fiscal year by LAFPP shall disclose monetary contributions and/or financial benefits, as described in this section, annually, no later than 21 business days after June 30th each year. LAFPP internal audit staff will review fiscal year expenditures to identify which non-investment or non-legal contractor shall report on an annual basis. Should fiscal year expenditures result in a change to the reporting frequency of a non-investment or non-legal contractor, LAFPP internal audit staff will notify the firm accordingly.

**Ethics Responsibilities for Board
Members, The General Manager, and Staff**

For each such monetary contribution or financial benefit, the Contractor Campaign Contribution Disclosure shall include the following information:

- (1) The name and address of the contributor and the connection to the Contractor;
- (2) The name and title of each person receiving the contribution and the name of the Elected Official, Candidate, or Appointed Official or person for whose benefit the contribution was made;
- (3) The amount of the monetary contribution or financial benefit; and
- (4) The date of the monetary contribution or financial benefit.

Exemption: Monetary contributions and/or financial benefits given by any person to an Elected Official or Candidate for whom such person was entitled to vote at the time of the contributions and which in the aggregate do not exceed \$100 to any one Elected Official or Candidate per election are not required to be reported pursuant to this Section 1.18.C.

D. OTHER CONTRIBUTIONS/PAYMENTS - PERIODIC DISCLOSURE

Every Contractor shall disclose any and all monetary contributions and/or other financial benefits, including but not limited to contributions to charitable organizations, not covered by other sections of this Policy. The contributions/benefits to be disclosed can be made directly or indirectly by such Contractor and/or any of its Officers, marketing representatives, relationship representatives, portfolio managers, investment committee members, and/or Intermediaries (and, in the case of individuals, the Family Members of any of them) that are decision makers involved with the product or service provided, or sought to be provided, to LAFPP. (Amended 10/05/17)

Disclosure shall include monetary contributions and/or other financial benefits which were solicited directly or indirectly by any Elected Official, Candidate, Appointed Official, or Applicable City Employee. Disclosure shall also include situations where contributions/benefits were made to an organization of which any Elected Official, Candidate, Appointed Official or Applicable City Employee is, to the best knowledge of the person paying the monetary contribution or financial benefit, an officer, employee, or member of the board of directors, advisory board, or any similar board or committee (collectively, "Contractor Miscellaneous Contribution Disclosures").

Such Contractor Miscellaneous Contribution Disclosures shall include contributions made during the twenty-four month period prior to Board approval of a new agreement or investment, or extension of or amendment to an existing agreement, or an increase in funding of an existing investment commitment. For private equity partnerships, including general partners, disclosure information for the prior twenty-four month period shall be provided at the time the Board considers a new or additional investment in a private equity fund. Except for private equity partnerships, including their general partners, Contractors shall also disclose any monetary contributions and/or financial benefits paid during the term of the agreement or investment on a quarterly basis.

Non-investment and non-legal contractors paid \$20,000 or less each fiscal year by LAFPP shall disclose monetary contributions and/or financial benefits, as described in this section, annually, no later than 21 business days after June 30th each year. LAFPP internal audit staff will review fiscal year expenditures to identify which non-investment or non-legal contractor shall report on an annual basis. Should fiscal year expenditures result in a change to the reporting frequency of a non-investment or non-legal contractor, LAFPP internal audit staff will notify the firm accordingly.

**Ethics Responsibilities for Board
Members, The General Manager, and Staff**

For each such monetary contribution and/or financial benefit, the Contractor Miscellaneous Contribution Disclosure shall include the following information:

- (1) The name and address of the contributor and the connection to the Contractor;
- (2) The name of the organization and the name and title of each person receiving the contribution, and the name of the Elected Official, Candidate, or Appointed Official or person for whose benefit the contribution was made;
- (3) The amount of the monetary contribution or financial benefit; and
- (4) The date of the monetary contribution or financial benefit.

E. APPLICABILITY OF SECTIONS C AND D

Disclosures required by Sections C and D of this Policy include, but are not limited to, any monetary contribution or financial benefit to any of the following:

1. Any Elected Official (and any of his or her controlled committees), Candidate (and any of his or her controlled committees), Appointed Official or Applicable City Employee.
2. Any account or trust set up through motion of the Los Angeles City Council that would seek funds controlled by an Elected Official or Candidate.
3. Any third party at the behest of an Elected Official, Candidate, or Appointed Official or for the purpose of supporting or opposing an Elected Official or Candidate or City ballot measure.
4. Any Elected Official, Candidate, Appointed Official or Applicable City Employee for the sale of private property.
5. Any charitable or other organization or individual at the behest of an Elected Official, Candidate, Appointed Official or Applicable City Employee.

F. GIFTS - PERIODIC DISCLOSURE

1. GIFTS MADE BY CONTRACTORS

Every Contractor shall disclose all Gifts made directly or indirectly by such Contractor and/or any of its Officers (and the Family Members of any of them), or made directly or indirectly by marketing representatives, relationship representatives, portfolio managers, investment committee members, and/or Intermediaries (and, in the case of individuals, the Family Members of any of them) that are decision makers involved with the product or service provided, or sought to be provided, to LAFPP, to any Elected Official, Candidate, Appointed Official, or Applicable City Employee, or to decision makers with LAFPP's private equity consultant, general investment consultant, or real estate consultant. (Amended 10/05/17)

**Ethics Responsibilities for Board
Members, The General Manager, and Staff**

For each such Gift, the Contractor shall disclose:

- (1) The name and address of each person providing the Gift and each such person's connection to the Contractor;
- (2) The name and title of each person receiving the Gift;
- (3) The value of the Gift;
- (4) A description of the Gift; and
- (5) The date of the presentation of the Gift.

Such disclosures shall include Gifts made during the term of the agreement or investment (as applicable) and during the twenty-four month period prior to Board approval of a new agreement or investment, or extension of and/or amendment to an existing contract, or an increase in funding of an existing investment commitment. Disclosures shall be made quarterly for all Contractors except for private equity partnerships and their general partners, which shall be required to make such disclosures annually, no later than 21 business days after December 31st each year.

Non-investment and non-legal contractors paid \$20,000 or less each fiscal year by LAFPP shall disclose gifts, as described in this section, annually, no later than 21 business days after June 30th each year. LAFPP internal audit staff will review fiscal year expenditures to identify which non-investment or non-legal contractor shall report on an annual basis. Should fiscal year expenditures result in a change to the reporting frequency of a non-investment or non-legal contractor, LAFPP internal audit staff will notify the firm accordingly.

2. GIFTS RECEIVED BY CONSULTANTS

LAFPP's private equity consultant, general investment consultant, and real estate consultant shall disclose all gifts received by decision makers directly or indirectly from Contractors and/or any of their Officers (and the Family Members of any of them), or directly or indirectly from their marketing representatives, relationship representatives, portfolio managers, investment committee members, and/or Intermediaries (and, in the case of individuals, the Family Members of any of them) that are decision makers involved with any product or service provided, or sought to be provided, to LAFPP. (Amended 10/05/17)

For each such Gift, the Consultant shall disclose:

- (1) The name and address of each person providing the Gift and each such person's connection to the Contractor;
- (2) The name and title of each person receiving the Gift;
- (3) The value of the Gift;
- (4) A description of the Gift; and
- (5) The date of the presentation of the Gift

Such disclosures shall include Gifts received during the term of the Consultant's service agreement with LAFPP, and shall be made quarterly by the private equity consultant; and annually by the general investment consultant and real estate consultant with regard to all Contractors, and otherwise as required by LAFPP in relation to any particular contracting process.

G. RESPONSIBILITIES

1. Each Contractor is responsible for:
 - a. Providing to Staff, as part of the Contractor Disclosure, the following information for existing agreements and prior to hiring for new agreements:
 - (1) A statement whether the Contractor, or any of its marketing or relationship representatives, portfolio managers, or members of the investment committee (or any Family Members of any of them) that are involved with the product or service provided to LAFPP, or any of its Officers (or Family Members of any of them), within the twenty-four month period prior to either (a) Board approval of a new agreement or investment, or (b) extension of or amendment to an existing agreement, or (c) an increase in funding of an existing investment commitment, has compensated or agreed to compensate, directly or indirectly, any person (whether or not employed by the Contractor) or entity to act as an Intermediary in connection with any investment or procurement by LAFPP.
 - (2) Notice to LAFPP that if any person working on behalf of the Contractor with, or assigned on behalf of the Contractor to, an LAFPP contract is a current or former LAFPP Board member, employee or consultant or a Family Member of any such person.
 - (3) A description of all compensation provided or agreed to be provided directly or indirectly by the Contractor to any Intermediary or to any employee of the Contractor who was hired specifically to solicit an investment or other business with LAFPP or is compensated on the basis of the procurement of any such investment or business. The description of such compensation shall include the nature, timing and amount thereof and any condition precedent to receiving the compensation.
 - (4) For investment and consulting contracts, a List of Contacts made by the Contractor with Appointed or Elected Officials within either 1) the three month period prior to the interview regarding a new agreement or investment; or, 2) the search period; whichever is longer. The List of Contacts shall include the date and names of the contact(s) and the nature of the contact.
 - (5) For investment and consulting contracts and except for private equity partnerships including their general partners, Contractors shall also disclose any contacts with Appointed or Elected Officials ***during the term of the agreement, contract, or investment on a quarterly basis.***

**Ethics Responsibilities for Board
Members, The General Manager, and Staff**

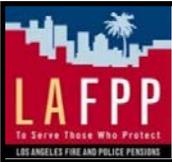
- (6) With regard to each Intermediary identified pursuant to Section 1.18.G.1.a.(3) above, each Contractor shall provide:
- (i) A description of the services to be performed by the Intermediary and a statement as to whether the Intermediary is utilized by the Contractor with all prospective clients or only with a subset of the Contractor's prospective clients (and if a subset, describe the subset), and a resume of each officer, partner, and principal of the Intermediary detailing the person's education, professional designation, regulatory licenses, and investment work experience. Work experience need not be provided in connection with agreements unrelated to investments.
 - (ii) With regard to procurement of business from LAFPP, a copy of all written agreements between the Contractor and the Intermediary and a description of any agreement that is not in writing.
 - (iii) A list of contacts made by the Intermediary, on behalf of the Contractor, with Appointed Officials, Elected Officials, or staff within the 24 months period prior to Board approval of a new agreement or investment. The list shall include the date and names of the contact(s) and intermediary(s).
 - (iv) The names of all persons who suggested the retention of the Intermediary and a description of how the Intermediary was selected.
 - (v) A listing for the Intermediary and/or any of its affiliates showing registration with the Securities and Exchange Commission or the Financial Industry Regulatory Authority or any similar regulatory agency or self-regulatory organization outside the United States, and either the details of any such registration or an explanation of why registration is not required.
 - (vi) A listing for the Intermediary, and/or any of its affiliates, showing registration as a lobbyist with any local, state or national government and the details of any such registration.
- b. Providing a representation and warranty signed by the Contractor's chief executive officer or head of the business unit that provides, or will be providing, the service to LAFPP, of the accuracy of the information included in the Contractor Disclosure in any final written agreement.

**Ethics Responsibilities for Board
Members, The General Manager, and Staff**

- c. All information required in the Contractor Disclosure shall be sent to LAFPP internal audit staff as follows:

Department of Fire and Police Pensions
Internal Audit Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013
Office: 213-279-3176
Fax: 213-628-7719
Email address: audit@lafpp.com

The Contractor Disclosure of all contacts, monetary contributions, other financial benefits and/or Gifts, as required pursuant to Sections 1.18.C through 1.18.G hereof is due 21 business days after the end of the quarter or year as applicable.



LOS ANGELES FIRE AND POLICE PENSIONS

Contractor Disclosure Form Instructions

Reference

LAFPP Operating Policies and Procedures Section 1.18 (Contractor Disclosure Policy)

Application (See Appendix A of the Policy for Definitions)

Except as otherwise provided, this policy applies to Contractors and also applies to any of its Officers, marketing representatives, relationship representatives, portfolio managers, members of the investment committee, and Intermediaries, involved in the product or service provided or sought to be provided to LAFPP. This policy also applies to Family Members (spouse or domestic partners) of the individuals referenced above.

Type of Filing

(1) New Disclosure Filings are for Contractors who participate in the selection process for a LAFPP contract. The reporting period for the New Disclosure Filings shall be the 24-month period prior to the requested filing date. New Disclosure Filings shall be filed at the request of LAFPP staff.

(2) Periodic Disclosure Filings are for Contractors who are subject to periodic filing requirements. Periodic Disclosure Filings are required for the duration of the agreement, unless otherwise notified by LAFPP internal audit staff. **If you have a new or recently renewed LAFPP contract, you may be filing an Initial Periodic Disclosure Filing.** The reporting period for the Initial Periodic Disclosure Filing shall extend from the ending date of the Contractor's last disclosure filing to the ending date of the current quarter.

Example 1: New Contract

Company A filed a New Disclosure Filing with LAFPP in January 2018 for the period 1/12/2016 to 1/12/2018. Company A's contract was approved by the LAFPP Board on 1/25/2018. Company A finalized their contract in Q3 of 2018 and became subject to the periodic filing requirements. Their Initial Periodic Disclosure Filing would cover the Reporting Period 1/13/2018 to 9/30/2018.

Example 2: Renewed Contract

Company B, a current LAFPP Contractor, filed a Periodic Disclosure Filing for Q1 of 2018. Their contract expired and was subsequently renewed by the LAFPP Board on 5/10/2018. Company B finalizes their new contract in Q3 of 2018 and again becomes subject to the periodic filing requirements as of Quarter 3 of 2018. Their Initial Periodic Disclosure Filing would cover the Reporting Period 4/1/2018 to 9/30/2018.

Please e-mail, mail, or fax the completed form to:

Department of Fire and Police Pensions

Internal Audit Section

701 E. 3rd Street, 2nd Floor

Los Angeles, CA 90013

Email: audit@lafpp.com | Fax: 213-628-7719



Policy Section 1.18.C Campaign Contributions

Are there campaign contributions to disclose pursuant to Sections 1.18.C and 1.18.E of the Policy? If yes, please fill out the schedule below. *Please refer to list of elected officials, candidates, appointed officials, and applicable city employee at the end of this form. **Exemption:** Monetary contributions and/or financial benefits given by any person to an Elected Official or Candidate for whom such person was entitled to vote at the time of the contributions AND which in the aggregate do not exceed \$100 to any one Elected Official or Candidate per election are not required to be reported pursuant to this Section 1.18.C. See definition of "Elected Official" or "Candidate" in Appendix A of the Contractor Disclosure Policy.*

| | |
|--|-----|
| | Yes |
| | No |

| Date of Contribution | Amount of Contribution | Name of Contributor | Address of Contributor | Contributor's Connection to the Contractor | Name and Title of Contribution Recipient | Elected Official, Candidate, Appointed Official, or person for whose benefit the contribution was made |
|----------------------|------------------------|---------------------|------------------------|--|--|--|
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Policy Section 1.18.D Other Contributions/Payments

Are there other contributions/payments to disclose pursuant to Sections 1.18.D and 1.18.E of the Policy? Disclosure shall include, but is not limited to, contributions, payments, or financial benefits which were solicited directly or indirectly by any Elected Official, Candidate, Appointed Official, or Applicable City Employee. If yes, please fill out the schedule below. Please refer to list of elected officials, candidates, appointed officials, and applicable city employee at the end of this form.

| | |
|--------------------------|-----|
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| Date of Contribution | Amount of Contribution | Name of Contributor | Address of Contributor | Contributor's Connection to the Contractor | Name, Title, and Organization of Contribution Recipient | Elected Official, Candidate, Appointed Official, or person for whose benefit the contribution was made |
|----------------------|------------------------|---------------------|------------------------|--|---|--|
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Policy Section 1.18.F.1 Gifts Made by Contractors

Are there gifts to disclose pursuant to Section 1.18.F.1 of the Policy? If yes, please fill out the schedule below. *Please refer to list of elected officials, candidates, appointed officials, and applicable city employees at the end of this form.*

| | |
|--------------------------|-----|
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| Date of Gift | Name of Gift Provider | Address of Gift Provider | Gift Provider's Connection to the Contractor | Name and Title of Gift Recipient | Value of Gift | Description of Gift |
|--------------|-----------------------|--------------------------|--|----------------------------------|---------------|---------------------|
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Policy Section 1.18.F.2 Gifts Received by Consultants

(1) Are you a Private Equity Consultant, General Investment Consultant, or Real Estate Consultant? If your firm is none of these, please select no and proceed to the next schedule. If yes, proceed to Question 2.

Yes
 No

(2) Are there gifts to disclose pursuant to Section 1.18.F.2 of the Policy? If yes, please fill out the schedule below.

Yes
 No

| Date of Gift | Name of Gift Provider | Address of Gift Provider | Gift Provider's Connection to the Contractor | Name and Title of Gift Recipient | Value of Gift | Description of Gift |
|--------------|-----------------------|--------------------------|--|----------------------------------|---------------|---------------------|
| | | | | | | |
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Policy Section 1.18.G.1.a.(4),(5) List of Contacts

Are there any contacts by the Contractor with Appointed or Elected Officials to disclose pursuant to Sections 1.18.G.1.a.(4),(5) of the policy? If yes, please fill out the schedule below. *Please refer to list of elected officials and appointed officials at the end of this form.*

| | |
|--|-----|
| | Yes |
| | No |

- (i) For **New Disclosure Filings**, Contractors shall disclose any contacts within either: 1) the three month period prior to the interview regarding a new agreement or investment; or 2) the search period; whichever is longer.
- (ii) For **Periodic Disclosure Filings**, Contractors shall disclose any contacts during the reporting period.

| Date of the Contact | Name and Title of Person who made the Contact | Person's Connection to the Contractor | Appointed or Elected Official Contacted | Nature of Contact |
|---------------------|---|---------------------------------------|---|-------------------|
| | | | | |
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Policy Section 1.18.G.1.a.(1),(2),(6) Intermediary Disclosures

(1) Is there Intermediary information to disclose pursuant to Section 1.18.G.1.a.(1) of the Policy? If yes, please fill out an Additional Intermediary Disclosures sheet found below.

Yes
 No

(2) Is any person working on behalf of the Contractor, or assigned on behalf of the Contractor to an LAFPP contract, a current or former LAFPP Board member, employee, consultant or a Family Member of any such person? If yes, list the names of the individual and their relationship to LAFPP below. Section 1.18.G.1.a.(2).

Yes
 No

Additional Intermediary Disclosures

Intermediary Name

Date Retained

With regard to the Intermediary identified pursuant to Section 1.18.G.1.a.(1), provide the following information. Attach additional documents as necessary:

(a) Describe all compensation provided or agreed to be provided to the Intermediary pursuant to Section 1.18.G.1.a.(3).

(b) Describe the services to be performed by the Intermediary and a statement as to whether the Intermediary is utilized by the Contractor with all prospective clients or a subset (if a subset, describe the subset). A resume for the Intermediaries shall also be provided. See Section 1.18.G.1.a.(6)(i) of the Policy for specific disclosure information.

Additional Intermediary Disclosures

(c) Attach a copy of all written agreements between the Contractor and the Intermediary and a description of any agreement that is not in writing. Section 1.18.G.1.a.(6)(ii).

(d) List all contacts for the 24-month period prior to Board approval of a new agreement or investment pursuant to Section 1.18.G.1.a.(6)(iii) of the Policy. This list shall include the date and names of the contact(s) and intermediary(s). Please refer to list of elected officials, appointed officials, and applicable city employees at the end of this form.

(e) List the names of all persons who suggested retention of the Intermediary and a description of how the Intermediary was selected. Section 1.18.G.1.a.(6)(iv).

(f) For the Intermediary and/or any of its affiliates, list the registration with SEC/FINRA/or any similar regulatory agency or self-regulatory organization outside of the US, and either details of such registration or an explanation of why registration is not required. Section 1.18.G.1.a.(6)(v).

(g) For the Intermediary and/or any of its affiliates, list registration as a lobbyist with any local, state or national government and the details of such registration. Section 1.18.G.1.a.(6)(vi).

APPENDIX 6.4

1. SOLICITATION OF CONTRIBUTIONS

Fiduciaries of the Los Angeles Fire and Police Pension System (LAFPP) are prohibited from soliciting, directing, or receiving any contribution from any person who is engaged in business for gain, seeking to engage in business for gain, or who has a proceeding pending before the BOARD or has had such a matter pending during the preceding 12 months.

Definitions:

1. "Fiduciary" is defined as a member of the BOARD, and executive and senior management staff.
2. "Person" means a natural person or business entity of any type, and includes all directors, partners, officers and agents of such business entity.
3. "Business for gain" is defined as any contract for goods or services, and any investment related contract.
4. "Proceeding pending" means all ministerial, administrative and legislative matters, potential contracts, current contracts and contracts with the BOARD that have expired or terminated within the past 12 months.

In the event any member of the BOARD or any executive or senior staff of the BOARD (see Exhibit B attached hereto), or any person claiming to represent or to have influence with either BOARD or with any member of the BOARD, contacts CONTRACTOR with respect to a contribution, CONTRACTOR shall promptly report by telephone and in writing such contact to the President of the BOARD and the General Manager.

Fiduciaries of the Los Angeles Fire and Police Pension System

Board of Commissioners

Brian Pendleton, President

Kenneth E. Buzzell, Vice President

Corinne T. Babcock

Adam Nathanson

Ruben Navarro

Pedram Salimpour, MD

Belinda M. Vega

Paul M. Weber

Garrett W. Zimmon

Los Angeles Fire and Police Pension System – Executive and Senior Management

Raymond Ciranna, General Manager

William Raggio, Executive Officer

Joseph Salazar, Assistant General

Manager Tom Lopez, Chief Investment

Officer Diana Anderson

Esther Chang

Yolanda Huang

Greg Mack

Riza Mulawin

Kristen Rosauer

May Simmons

Kyle Susswain

Carol Tavares

Myo Thedar

Anthony Torres

Cynthia Varela

Bob Yan

Eunice Zordilla

General Counsel

Anya Freedman

James Napier

John C. Blair

Miguel Bahamon

Josh Geller