

**AGREEMENT FOR MANAGEMENT CONSULTING SERVICES BETWEEN  
THE CITY OF FORT LAUDERDALE AND KPMG LLP**

THIS AGREEMENT, made and entered into this 2nd day of April, 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City" or "User Entity," or "User Agency"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301-1016, and KPMG LLP, a Delaware registered limited liability partnership authorized to transact business in the State of Florida, ("Contractor" or "Consultant"), who has an office at 303 Peachtree Street NE, Suite 2000, Atlanta, Georgia, 30334 .

WHEREAS, the City and the Contractor wish to enter into an agreement for management consulting services based on an agreement between the Contractor and the State of Georgia, Agreement Number 99999-SPD-SPD0000162-0005, ("Georgia Agreement"),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City management consulting services in accordance with the Georgia Agreement.

2. The following documents ("Contract Documents") are incorporated into and made part of this Agreement:

a. This Agreement for Management Consulting Services between the City of Fort Lauderdale and KPMG LLP.

b. The Statement of Work dated March 19, 2019, (Exhibit A).

c. The Georgia Agreement (Exhibit B).

3. In the event of a conflict between or among any of the Contract Documents, or any ambiguity or missing specifications or instruction the order of priority shall be as follows:

a. First, this Agreement for Management Consulting Services between the City of Fort Lauderdale and KPMG LLP;

b. Second, Exhibit A;

c. Third, Exhibit B.

4. Except with regard to the Electronic Request for Quotes process, the terms "State," "State of Georgia," "State Entity," "DOAS," and "Agency," as set forth in the Georgia Agreement, where the context permits, mean the City.

5. The Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

**6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance

coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance as respects to the City for all applicable policies, to the extent KPMG caused the loss. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Professional Liability and/or Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. If the Consultant is unable to provide such a Certificate, please refer to item c below.

~~b. c.~~ In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

~~c. d.~~ In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

~~d. e.~~ The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

~~e. f.~~ The City shall be named as an Additional Insured on all liability policies, with the exception of the automobile, Professional Liability and Workers' Compensation.

~~f. g.~~ The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.

~~g.h.~~ The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers, to the extent KPMG caused the loss. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Consultant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement and directly related to the City to the Consultant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent contractors and subcontractors comply with these or similar insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other

party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. In the event of a dispute, the parties agree to participate in non-binding mediation in Broward County, Florida, prior to commencing litigation in accordance with this section.

9. The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

a. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

10. Any notice by the Contractor to the City, including any notice pursuant to Section 34 of Attachment 1 to the Georgia Agreement, shall be by hand delivery or by certified U.S. mail, return receipt requested, or by overnight courier, and directed as follows:

City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

11. Management Decisions: The City acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the City. KPMG will not perform management functions or make management decisions for the City.

12. Third Party Usage: The City acknowledges and agrees that any advice, recommendations, information, deliverables or other work product ("Advice") provided by the Contractor in connection with the services under the Contract is intended for

Client's sole benefit and the Contractor does not authorize any party other than Client to benefit from or rely upon such Advice, or make any claims against the Contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such Advice to reflect the foregoing.

13. Ownership: Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to Client, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in any of the Deliverables ("KPMG Property"), Contractor hereby grants Client, under Contractor's intellectual property rights in such KPMG Property, a royalty-free, nonexclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Client's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of Client. In addition, Client acknowledges and agrees that, except as otherwise provided by Florida law, Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.

14. Electronic Communications: Contractor and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the Contractor transmits to Client shall supersede any previous versions transmitted by the Contractor to Client.

15. Active Spreadsheets and Electronic Files: Contractor may use models, electronic files and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If Client requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to Client on an as-is basis and such item shall be considered a Deliverable; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the Client data contained therein

16. Use of Vendors: The City acknowledges and agrees that in connection with the performance of services under the Contract, KPMG (Consultant) and its Member Firms, in their discretion or at the City's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. The City further acknowledges and agrees that Consultant-controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Consultant uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Consultant. These Vendors




may in the performance of such services have access to the City's Confidential Information. Consultant represents to the City that with respect to each Vendor, Consultant has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of the City from unauthorized disclosure or use. Consultant shall be responsible to the City for Consultant-controlled, member Firms or Vendor's failure to comply.

17. Export Control: Contractor and Client acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

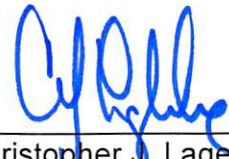
18. Volume Rebates. Where Contractor is reimbursed for expenses, Contractor's policy is to bill clients the amount incurred at the time the good or service is purchased. If the Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, the Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

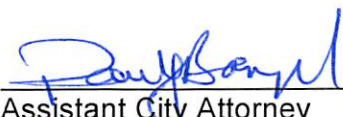
ATTEST:

  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By:   
Christopher J. Lagerbloom  
City Manager

Approved as to form:

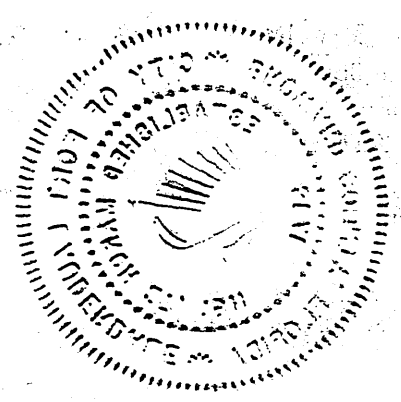
  
Sr. Assistant City Attorney



THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
121 N. GARDEN STREET  
LOS ANGELES, CALIF. 90012

NOTICE OF THE CITY CLERK  
OF THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
121 N. GARDEN STREET  
LOS ANGELES, CALIF. 90012

NOTICE OF THE CITY CLERK  
OF THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
121 N. GARDEN STREET  
LOS ANGELES, CALIF. 90012



ATTEST:

KPMG LLP

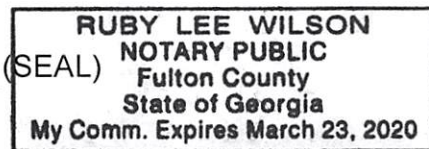
David Roberts  
Name: David Roberts  
Title: Managing Director

By: David Roberts  
David Roberts  
Managing Director

(Seal)

STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 29th day of March, 2019, by David Roberts as managing director for KPMG LLP, a Delaware registered limited liability partnership authorized to transact business in the State of Florida.



Ruby Lee Wilson  
Notary Public, State of Georgia  
(Signature of Notary Public)

Ruby Lee Wilson  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Comm. Expires March 23, 2020  
State of Georgia  
Fulton County  
NOTARY PUBLIC  
RUBY LEE WILSON



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

LOG  
4/12/19  
**RUSH**

Today's Date: 4/9/2019

DOCUMENT TITLE: KPMG LLP – AGREEMENT FOR MANAGEMENT CONSULTING SERVICES

COMM. MTG. DATE: 4/2/2019 CAM #: 19-0305 ITEM #: CP-8 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept.: Procurement Router Name L. Blanco/5141 # of originals routed: 1 Date to CAO: 4/5/19

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/10/19

Paul G. Bangel  
Attorney's Name

PEB/JL  
Initials

3) City Clerk's Office: # of originals: \_\_\_\_\_ Routed to: K. Arthurs/CMO/X5013 Date: \_\_\_\_\_

4) City Manager's Office: CMO LOG #: Apr 41 Document received from: \_\_\_\_\_  
Assigned to: CHRIS LAGERBLOOM ☐ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: PER ACM: L. L-SHORT (Initial/Date) R. KERR (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to ☐ Mayor ☒ CCO Date: 4/12/19

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk's Office: Retains Electronic Copy and forwards 1 original to: L. Blanco/Procurement/Ext. 5141

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to CAO/J. Larregui

Rev. 12/22/16