

# TRANSMITTAL

To:

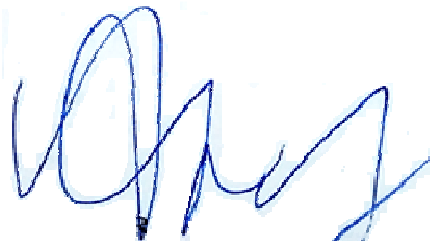
**THE COUNCIL**

Date: 06/22/2015

From:

**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**



(Ana Guerrero)

**ERIC GARCETTI**  
Mayor

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

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EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

June 16, 2015

BPC #15-0159

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, California 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: DONATION OF CONSULTING SERVICES TO FACILITATE THE DEPARTMENT IN DEVELOPING A STRATEGIC PLAN TO MEET ITS 2015 GOALS AND INITIATIVES, VALUED AT \$57,500.00, FROM THE LOS ANGELES POLICE FOUNDATION, FOR THE BENEFIT OF THE LOS ANGELES POLICE DEPARTMENT

At the regular meeting of the Board of Police Commissioners held Tuesday, June 16, 2015, the Board APPROVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in cursive script that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant II

Attachment

c: Chief of Police  
ASB

BR # 15-0159 7D

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

JUN 1 2015

POLICE COMMISSION

June 1, 2015  
1.10

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

RECEIVED

*M. M. [Signature]* 6/5/15  
CHIEF OF POLICE

SUBJECT: APPROVAL OF NON-MONETARY DONATION

RECOMMENDED ACTION

- 1. That the Board of Police Commissioners APPROVE the Department's Report and TRANSMIT to the Mayor and City Council for ACCEPTANCE the donation of a strategic plan valued at \$57,500.00 for the Los Angeles Police Department (Department).

<u>DONOR INFORMATION:</u>	<u>ITEM:</u>	<u>AMOUNT/VALUE:</u>
Los Angeles Police Foundation (#076-15) Ms. Cecilia Glassman, Executive Director 515 South Flower Street, Suite 1680 Los Angeles, California 90071 (213) 489-4636	Department Strategic Plan	\$57,500.00

DISCUSSION

The consulting firm of KPMG will facilitate the Department in developing a strategic plan to meet its 2015 Goals and Initiatives, with the objective to assume a leadership role in influencing the debate and setting an example of how the notion of community confidence and relations must evolve to a new level. They will leverage their experiences to work alongside the Department to solicit feedback and facilitate development of the strategic plan and will leave legacy knowledge of the planning methods utilized and designed jointly in this effort, allowing for a more sustained capability for the future.

No expressed or implied commitments or promises were made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement, or recommendation; and the donor is not allowed the use of any Los Angeles Police Department patents.

BOARD OF  
POLICE COMMISSIONERS  
Approved  
Secretary

The Honorable Board of Police Commissioners

Page 2

1.10

Administrative Services Bureau has reviewed the donation and determined that it has been submitted in accordance with Section 5.467 et seq. of the Los Angeles Administrative Code, which provides for the receipt and acceptance of donations to the Los Angeles Police Department.

If you have any questions, please contact Sergeant Alora Perna, Commander's Aide, Administrative Services Bureau, at (213) 486-7060.

Respectfully,

A handwritten signature in black ink, appearing to read 'CHARLIE BECK', with a stylized flourish at the end.

CHARLIE BECK  
Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

# 76c-15

April 29, 2015  
1.17

**TO:** Commanding Officer, Administrative Services Bureau

**FROM:** Commanding Officer, Information Technology Bureau

**SUBJECT:** REQUEST TO ACCEPT DONATION – LAPD STRATEGIC PLAN

It is requested that Administrative Services Bureau (ASB) approve and forward correspondence to the Board of Police Commissioners to accept the solicited donation to fund the LAPD Strategic Plan at the value of Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00) from the Los Angeles Police Foundation. The donation was offered on April 27, 2015.

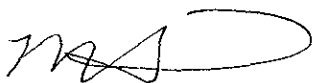
This grant will pay for KPMG to leverage their experiences to work alongside the LAPD to solicit feedback and facilitate development of LAPD's Action Plans for its 2015 Goals and Initiatives. KPMG will leave LAPD with legacy knowledge of the planning methods utilized and designed jointly in this effort, allowing for a more sustained capability for the future.

**DONOR INFORMATION:**

Los Angeles Police Foundation  
Tracy Szpeinski  
515 S. Flower Street, Suite 1680  
Los Angeles, CA 90071  
(213) 489-4636

All possible conflicts of interest have been researched. No expressed or implied commitment or promise was made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement, or recommendation and the donor is not allowed the use of any LAPD patent.

If you have any questions, please contact Management Analyst Nichole Trujillo, Information Technology Bureau, at (213) 486-0385.



MAGGIE GOODRICH, Chief Information Officer  
Commanding Officer  
Information Technology Bureau

Attachments

515 S. Flower St., Ste. 1680, Los Angeles, CA 90071  
Phone: (213) 489-4636  
Fax: (213) 489-4697  
tracy@lapolicefoundation.org

**Los Angeles Police  
Foundation**

# Fax

<b>To:</b> ASB	<b>From:</b> Tracy Szpeinski
<b>Fax:</b> 213-485-8125	<b>Pages:</b> 19 (includes Cover)
<b>Phone:</b> 213-485-3277	<b>Date:</b> April 27, 2015
<b>Re:</b> Grant Request #2015-024	<b>CC:</b>

Attached is the latest grant request.

**Grant Application received:** March 2, 2015  
**Grant Received from:** Information Technology Bureau  
**Contact:** Nichole Trujillo  
**Phone #:** (213) 486-0385  
**Grant Name** LAPD Strategic Plan  
**Grant Amount:** \$57,500

Please e-mail this information to Administrative Services Bureau  
or if you have any questions, please contact us at 213-486-7060.  
Thank you.



2014 GRANT APPLICATION

Grant Number 2015 - 024 (office use only)

Date: 02/11/2015

Amount Requested: \$57,500

Contact Name(s): Nichole Trujillo

Department/Unit: LAPD/Information Technology Bureau

Mailing Address: 100 W. 1st Street, Suite 842, Los Angeles, CA 90012

Phone Number: 213-486-0385

Fax Number: 213-486-5727

E-mail Address: N3362@lapd.lacity.org

Name of Program/Equipment requesting funding for: LAPD STRATEGIC PLAN

Provide a brief description and the need for the program/equipment (use additional paper if needed):

The Department is requesting funding to pay KPMG to facilitate the development of LAPD's Action Plans for its 2015 Goals and Initiatives. Currently the LAPD is facing challenges in achieving our vision from increasing public expectations, heightened scrutiny from political and media establishments, and a growing requirement for defining performance beyond just crime reduction and into levels of community satisfaction and confidence. It is the hope that with the help from KPMG, that LAPD will assume a leadership role in influencing the debate and setting an example of how the notion of community confidence and relations must evolve to a new level. KPMG has collective experience with major city police agencies in the UK, Canada, Australia, Europe and beyond.

Has this program/equipment previously been requested through the city budget?  YES  NO

If yes, please list the most recent date of submission and the result. \_\_\_\_\_

If no, please explain the reason why it was not submitted.

There is no funding available in the Department budget.

What objectives will be accomplished if the funding is granted?

This grant is requesting to pay for KPMG to leverage their experiences to work alongside the LAPD to solicit feedback and facilitate development of LAPD's Action Plans for its 2015 Goals and Initiatives. KPMG will leave LAPD with legacy knowledge of the planning methods utilized and designed jointly in this effort, allowing for a more sustained capability for the future

**How many officers will be impacted with this grant?**

This program can potentially impact the entire department. It is the intent that this business proposal will provide LAPD with a cohesive Action Plan for its 2015 Goals and Initiatives, informed by candid Command Officer team feedback obtained by an objective third-part, allowing for increased buy-in and ownership of 2015 Goals and Initiatives deeper into LAPD ranks to drive accountability and execution.

**How will the community be impacted by this grant?**

This program will lead to increased community confidence and relations by taking Community Engagement to a new level where there is a collective responsibility to reduce crime, fear of crime, and disorder beyond the tools of law enforcement alone.

**Describe the short term outcome and long term impact you anticipate within the Department and in the community it serves as results of this grant?**

Short term outcomes:

- ❖ Develop a clear set of Action Plans covering Results, Activities, Milestones, Challenges, and Resources for each Goal are.

Long term outcomes:

- ❖ Reduce crime
- ❖ Increase levels of community satisfaction.
- ❖ Advancing the state of practice for law enforcement agencies across the United States from short to long-term focus.

**How can the Foundation evaluate success if the funding is granted? (# of people served, objectives reached, surveys, etc.)**

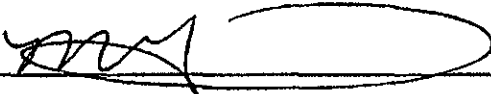
The Department will conduct community and officer satisfaction.

**Please list or attach an itemized list for expenses or a quote from equipment manufacturer on vendor's letterhead.**

KPMG Professional Fee \$50,000  
Travel Related Expenses: \$7,500  
 Total: \$57,500

Has your commanding officer approved this request?  YES  NO

Name of commanding officer: Maggie Goodrich

Signature of commanding officer: 

Send completed grant application form by fax (213) 489-4697 or email [tracy@lapolicefoundation.org](mailto:tracy@lapolicefoundation.org) or call Tracy Szpeinski at (213) 489-4636 with any questions, comments or concerns.





*cutting through complexity™*

## ***Planning for a New Bottom-Line: Community Safety & Confidence***

**Proposed Scope of Services for  
Los Angeles Police Department**

**February 9, 2015**

**[kpmg.com](http://kpmg.com)**



KPMG LLP  
550 South Hope Street, Suite 1600  
Los Angeles, CA 90071

Telephone 213-972-4000  
Fax 213-622-1217  
Internet [www.us.kpmg.com](http://www.us.kpmg.com)

February 9, 2015

Sandy Jo MacArthur, Assistant Chief  
Sean Malinowski, Commander / Chief of Staff  
Laura Luna, Commanding Officer / Fiscal Operations  
Los Angeles Police Department  
100 West 1<sup>st</sup> Street  
Los Angeles, CA 90012

Chief MacArthur, Commander Malinowski, and Ms. Luna:

Thank you again for visiting with us in December. We greatly enjoyed hearing of the success that the LAPD team has achieved in recent years as well as the future vision for sustained leadership in community-oriented, customer-focused, and data-driven delivery of police services. We left the meeting feeling energized knowing that LAPD's example will have such an important impact on advancing the state of practice for law enforcement agencies across the United States, shifting from short to longer-term focus.

We can appreciate that LAPD is in the midst of a change in mindset that may redefine the "bottom-line" of policing, moving away from crime and arrest rates towards measures of community safety and confidence. As I personally experienced in the UK as Chief Officer in inner-city Liverpool, and Chief Constable in both suburban Norfolk and metropolitan London, making this shift in "bottom-line" starts with a change in mission, vision, priorities, and measures, but ends with the more difficult challenge of changing culture.

There are certainly challenges that LAPD faces in achieving this vision, from increasing public expectation, heightened scrutiny from political and media establishments, and a growing requirement for defining performance beyond just crime reduction and into levels of community satisfaction and confidence. As we discussed, these forces require taking "Community Engagement" to a new level where there is a collective responsibility to reduce crime, fear of crime, and disorder beyond the tools of law enforcement alone.

More broadly across the US, the law enforcement sector is facing a potential watershed moment which will call upon organizations like LAPD to assume a leadership role in influencing the debate and setting an example of how the notion of community confidence and relations must evolve to a new level. We are excited at the opportunity to support LAPD in this endeavor, leveraging our collective experience with major city police agencies in the UK, Canada, Australia, Europe and beyond to accelerate your efforts.

We would welcome the opportunity to discuss our outlined approach with you further, and please don't hesitate to contact myself or Bill Zizic at any time. Both Bill and I look forward to closely keeping in touch with you both on how we can help LAPD build upon its continued success and reach even greater levels of performance for the benefit of the citizens and communities of Los Angeles. Together, we hope that LAPD and KPMG can set a new standard for the "bottom-line" in US policing – community safety and confidence!

My sincere regards,

Ian McPherson, North American Justice & Security Leader  
Office: (416) 777-3430 | Mobile: (416) 414-2819 | Email: [imcpherson@kpmg.ca](mailto:imcpherson@kpmg.ca)



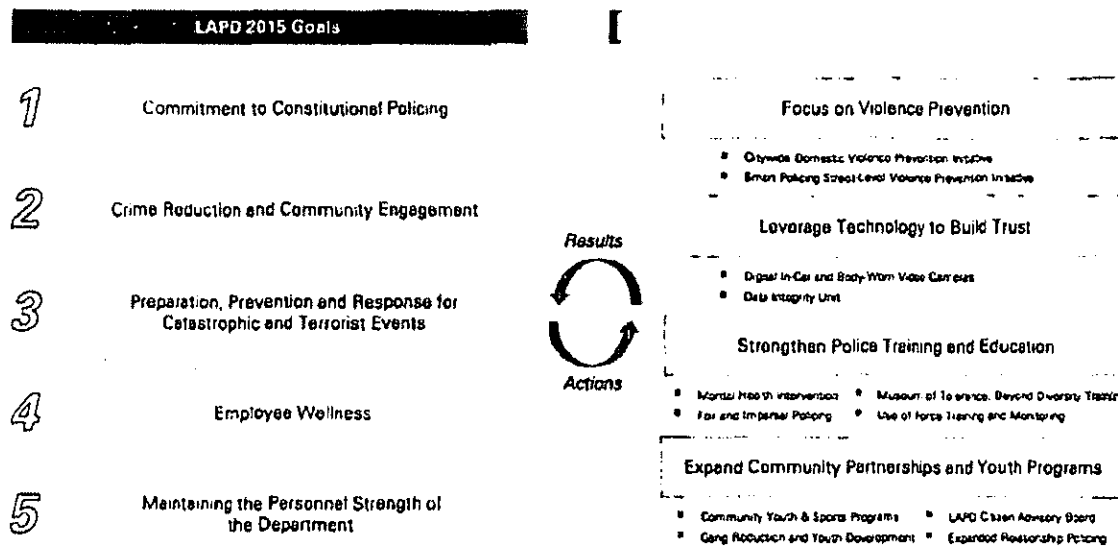
**Objective**

Leveraging the experiences we have acquired serving law enforcement agencies in the UK, Canada, Australia, Europe and beyond, our objective is to work alongside you and your team to solicit feedback and facilitate development of LAPD's Action Plans for its 2015 Goals & Initiatives. As part of our support, we will seek to leave your team with legacy knowledge of the planning methods utilized and designed jointly by LAPD and KPMG in this effort, allowing for a more sustained capability for the future.

**Scope**

Our scope comprises supporting LAPD leadership in developing its Action Plans for its 2015 Goals & Initiatives as indicated below. As further described below, Action Plans are expected to address the Results, Activities, Milestones, Challenges, and Resources needed to help implement 2015 Goals & Initiatives.

LAPD 2015 Goals & Initiatives: Ensuring Public Safety, Building Public Trust and Confidence



As part of supporting the development of Action Plans for 2015 Goals & Initiatives, we will leverage our portfolio of globally-tested management strategies related to Victim-Centered Safety, Demand Reduction and Multi-Agency Public Protection, Joint Community Planning, and Customer Confidence Management.

**Approach**

Our approach to supporting development of LAPD's Action Plans for 2015 Goals & Initiatives consists of four tasks expected to occur over a six week timeframe. The outcome of this process will be a clear set of Action Plans covering Results, Activities, Milestones, Challenges, and Resources for each Goal area.



**Task 1: Initiate**

We will first work with LAPD leadership to identify individuals for one-on-one preparatory interviews to help to shape Goals & Initiatives Action Planning Workshops. Such individuals may include senior LAPD leaders, key City decision-makers, or focus groups of command ranks. Discussion topics may include:

- **Results:** How should the result of achieving this goal be articulated and measured?
- **Activities:** What major activities need to occur during the year to achieve the goal?
- **Milestones:** How should progress towards goals be measured over time?
- **Challenges:** What risks or roadblocks may hinder our ability to achieve the goal?
- **Resources:** What changes are needed in terms of people, equipment, technology, etc?
- **Ownership:** How should command ranks be involved as implementation is structured?

Feedback from preparatory interviews or focus groups will be used to develop facilitation aids (e.g. posters, exercises, questions) to maximize the time available during Goals & Initiatives Action Planning Workshops. Participants may also be asked to verbally share some of their responses at Workshops as well.

<b>Task 1 Deliverables</b>	<p>A. Confirmed Action Planning Workshop Agendas &amp; Facilitation Aids</p> <p>B. Preparatory Interview &amp; Focus Group Feedback Summaries</p> <p>C. Outline Drafts of Results, Activities, Challenges, Resources, etc. by Goal</p>
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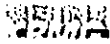
**Task 2: Explore**

We will next facilitate two half-day Goals & Initiatives Action Planning Workshops: first with the LAPD Command officer team (approx. 110 persons), second with the LAPD Chief officer team (approx. 15 persons). The initial Workshop agendas described below will be confirmed with LAPD leaders in advance.

	1. Half-Day Command Officer Workshop	2. Half-Day Chief Officer Workshop
<b>First 2 Hours</b>	<ul style="list-style-type: none"> <li>▪ <b>Opening:</b> Chief's opening comments on purpose and expectations for the Workshop.</li> <li>▪ <b>Goals &amp; Initiatives Overview:</b> Playback of 2015 Goals &amp; Initiatives to provide context.</li> <li>▪ <b>Results &amp; Challenges:</b> Discuss measureable results desired and possible risks/roadblocks.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Goals &amp; Initiatives Feedback:</b> Playback of Command feedback on Goals &amp; Initiatives.</li> <li>▪ <b>Results &amp; Activities:</b> Discuss measureable results and key activities to achieve Goals.</li> <li>▪ <b>Milestones &amp; Challenges:</b> Discuss tracking initiative progress and possible roadblocks.</li> </ul>
<b>Second 2 Hours</b>	<ul style="list-style-type: none"> <li>▪ <b>Resources:</b> Discuss changes to people, equipment, technology, etc to deliver Goals.</li> <li>▪ <b>Ownership:</b> Discuss Command team roles and involvement in implementing Goals &amp; Initiatives.</li> <li>▪ <b>Closing:</b> Group's closing comments on views and expectations coming out of Workshop.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Resources:</b> Discuss changes to people, equipment, technology, etc to deliver Goals.</li> <li>▪ <b>Ownership:</b> Discuss Goal owners, Initiative leaders, and on-going management structure.</li> <li>▪ <b>Assignment:</b> Discuss assignment of Command team members to help drive Goals &amp; Initiatives.</li> </ul>

In order to obtain the desired degree of feedback and input from the Command officer team, we will work with LAPD leaders to consider options to conduct shorter sessions with smaller cohorts, such as two sessions of 55 persons, three sessions of 35-40 persons, or otherwise grouping the team by bureau/division.

<b>Task 2 Deliverables</b>	<p>A. Action Planning Workshop Feedback Summaries by Level/Function</p> <p>B. Summaries of Results, Activities, Challenges, Resources, etc. by Goal</p> <p>C. KPMG Analysis of Themes and Applicable Global Leading Practices</p>
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**Task 3: Develop**

We will then draft an initial document consisting of Action Plans for 2015 Goals & Initiatives for review by LAPD leadership based on the discussion and outcomes of Workshop sessions. This document will be provided to reviewers designated by LAPD, and may include a select review group of Command officers.

<p style="text-align: center; margin: 0;">Action Plan for 2015 Goals &amp; Initiatives  - Initial Outline -</p>	<ul style="list-style-type: none"> <li>▪ <b>Background &amp; Context:</b> LAPD's Mission Vision &amp; Values, 2015 Goals &amp; Initiatives, 10-Year Crime Trends.</li> <li>▪ <b>Action Plan by Goal:</b> Results, Milestones, Activities, Challenges, and Ownership for each Goal area.</li> <li>▪ <b>Resourcing Plan by Goal:</b> Changes to People, Equipment, Technology, etc for each Goals area.</li> <li>▪ <b>Management &amp; Accountability Plan:</b> Approach to tracking progress and measuring impact of efforts.</li> </ul>
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We will work closely with LAPD leadership to identify a format and template for Action Plans that best suits LAPD's needs, especially leveraging our personal experiences in planning for, structuring, and implementing strategic goals in the UK (London, Manchester, Glasgow) as well as Canada (Ontario, Ottawa, Toronto).

<p><b>Task 3 Deliverables</b></p>	<ul style="list-style-type: none"> <li>A. Confirmed Action Plan Template per LAPD Chief Officers Feedback</li> <li>B. Draft Action Plans by Goal for LAPD Chief Officers Review &amp; Comment</li> <li>C. Confirmed Action Plans by Goal per LAPD Chief Officers Feedback</li> </ul>
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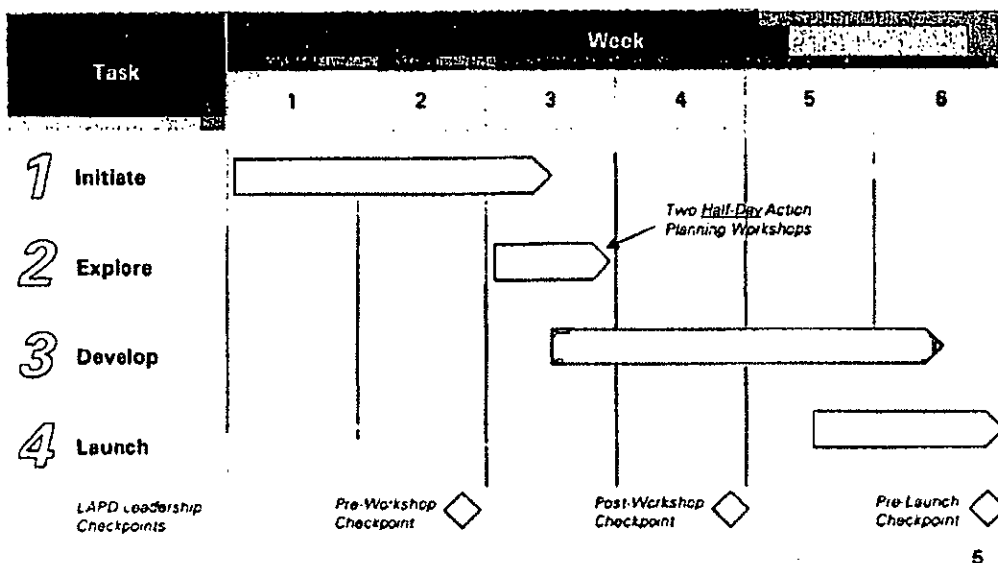
**Task 4: Launch**

We will then support LAPD leadership in taking initial steps to communicate and initialize Action Plans, which may include presentations to City decision-making groups and Command team groups to define involvement, responsibility and accountability for progress against 2015 Goals & Initiatives.

<p><b>Task 4 Deliverables</b></p>	<ul style="list-style-type: none"> <li>A. Action Plan Overview Presentations for Internal LAPD &amp; City Audiences</li> <li>B. High-Level Communications Strategy for Internal &amp; External Audiences</li> <li>C. Participation in Internal LAPD &amp; City Presentations to Launch Initiatives</li> </ul>
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**Schedule**

The sequence of our four proposed tasks is illustrated below across a six week timeframe. Our ability to adhere to the proposed schedule may be impacted by timely access to people and information. Bi-weekly checkpoints will be held with the LAPD leadership team to remain up to date on project status.





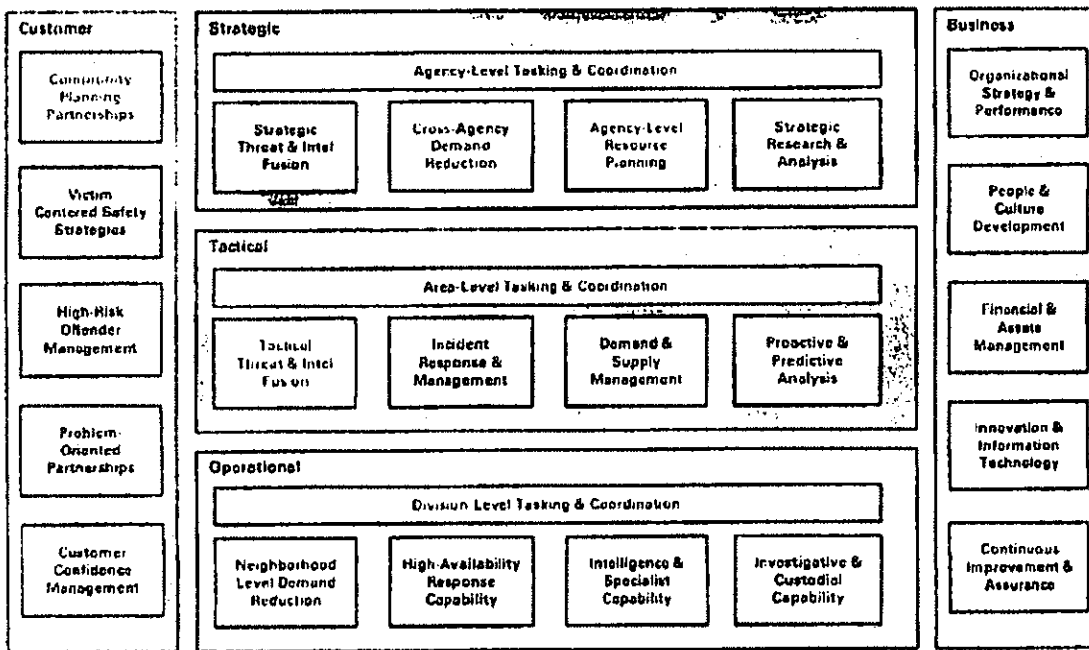
### Costs

We propose a budgeted professional fee of **\$50,000** in to complete the Approach described above in this document in accordance with the Schedule depicted above. This amount is not inclusive of out-of-pocket travel-related expenses, which we estimate up to 15% of our budgeted professional fee.

### Benefits

This engagement will provide LAPD with a cohesive Action Plan for its 2015 Goals & Initiatives, informed by candid Command officer team feedback obtained by an objective third-party, allowing for increased buy-in and ownership of 2015 Goals & Initiatives deeper into LAPD ranks to drive accountability and execution.

**Law Enforcement Management Model: Building a Customer-Oriented, Data-Driven, Business-Minded Agency**



Added benefit is provided by our above portfolio of globally-tested management strategies related to Victim-Centered Safety, Demand Reduction and Multi-Agency Public Protection, Joint Community Planning, and Customer Confidence Management, which can serve to bolster LAPD existing successful approaches.



### Experience

We are proud to bring a significant repertoire of global experience for the benefit of LAPD from across our network of KPMG member firms. A brief list of our more than 150 global combined experiences of KPMG and our professionals are below, with further descriptions of such experiences available upon request.

	Organization	Description	Statistics
United Kingdom	Metropolitan Police Service	In metropolitan London, led a strategic change program to achieve intel and data-driven operations, leveraging Demand Reduction strategies and improving performance while sustaining \$750+ million in budget cuts over 3 years.	31,000 Officers & 15,800 Staff 7.2m Population Served 620 Sq. Mi. Area
	Police Scotland	Formerly known as Strathclyde Police in Greater Glasgow, led a strategic change program to reduce violent crime using Victim-Centered Safety, High-Risk Offender and Joint Community Planning strategies.	18,700 Officers & 5,600 Staff 5.3m Population Served 28,000+ Sq. Mi. Area
	Greater Manchester Police	Drove a strategic change program implementation focused on intelligence-led and customer-centered operations that leveraged "Tasking and Coordination Hubs" to maximize resource utilization, cross-unit coordination, and service.	7,000 Officers & 5,100 Staff 2.7m Population Served 493 Sq. Mi. Area
	West Midlands Police	Drove a strategic change program implementation to re-focus cultural attitudes and core operating processes towards a more efficient and customer-driven culture, with Partner and Community advisory groups into the process.	7,600 Officers & 3,500 Staff 2.8m Population Served 348 Sq. Mi. Area
	Police Service of Northern Ireland	Drove a strategic diagnostic of financial and operational performance, building a Strategic Opportunity Roadmap to guide multi-year strategic change leveraging our evidence-based operations improvement tools.	7,200 Officers & 2,500 Staff 1.8m Population Served 8,500+ Sq. Mi. Area
	Norfolk Constabulary	Led a strategic change program to achieve data-driven and customer-centered operations, leveraging Problem-Oriented Policing and Lean Improvement techniques to identify efficiencies to reinvest in proactive operations.	1,600 Officers & 1,300 Staff 0.8m Population Served 3,200 Sq. Mi. Covered
Canada	Toronto Police Service	Provided a strategic diagnostic of operational performance on behalf of the Toronto Police Services Board to chart a Strategic Opportunity Roadmap for an operational and financial improvement program.	5,200 Officers & 2,700 Staff 2.8m Population Served 247 Sq. Mi. Area
	Ontario Provincial Police	Provided a strategic diagnostic of cost reduction and efficiency initiatives while maintaining coverage and service levels, providing a Strategic Opportunity Roadmap to improve sharing of services and deployment options.	5,600 Officers & 1,800 Staff 2.3m Population Served 600,000 Sq. Mi. Area
	Ottawa Police Service	Provided a strategic diagnostic of efficiency and performance and Strategic Opportunity Roadmap to achieve organizational transformation over a 5 year timeframe, leveraging our data-driven analysis tools.	1,300 Officers & 600 Staff 0.8m Population Served 193 Sq. Mi. Area
United States	Long Beach Police Department	Preparing for a Strategic Challenge & Opportunity Workshop to result in a Strategic Opportunity Roadmap to guide a more efficient, customer-driven, and proactive model of operations under LBPD's new leadership team.	806 Officers & 406 Staff 0.5m Population Served 50 Sq. Mi. Area
	Indianapolis-Marion County Sheriff's Office	Developing a Strategic Roadmap to guide transition to a target state of operations and facilities to improve performance across detention, courts, community corrections, probation, and other justice agencies.	750+ Officers & 400+ Staff 1.0m Population Served 396 Sq. Mi. Area
	Major Cities Chiefs Association	Providing a strategic scan of Performance Measurements in place at major US police departments to identify a new "gold standard" of performance reporting for both Chiefs as well as Administration or Council executives.	60+ Largest Law Enforcement Agencies in US, Canada, and UK



## Team

Our team consists of professionals with personal experience in the law enforcement and criminal justice sector as former agency leaders and experienced management consultants. We will identify the appropriate mix of involvement by each of the individuals below based on the needs of LAPD.



***Ian McPherson, North American Justice & Security Leader***

Ian provides overall guidance for our engagements, bringing 30 years of police service as a chief constable in the UK's largest command. He brings experience in Demand Reduction, Customer-Oriented Policing, and Multi-Agency Tasking and Coordination.



***Campbell Corrigan, North American Justice & Security Director***

Campbell advises and manages engagements with his 30 years of police service, including a role as chief constable in Scotland, and has experience improving performance via Demand Reduction, Victim-Centered Safety, and Multi-Agency Public Protection Arrangements.



***Mat Campbell, North American Justice & Security Director***

Mat advises and manages engagements with his 18 years of experience spanning both management consulting and previous national security intelligence roles with the Australian Government, now focusing on leveraging global leading practices for the benefit of US forces.



***Bill Zizic, North American Justice & Security Director***

Bill advises and manages engagements with his 10 years of strategy and operations improvement experience in state and local government sector, focusing on Demand Reduction and Multi-Agency Tasking and Coordination. Bill is a Certified Public Accountant.

More detailed professional biographies and resumes of each of our core team members above are available upon request if needed. We may also utilize the support of staff consultants on an as-needed basis to support this engagement that are located within our Los Angeles office.



This proposal is made by KPMG LLP ("KPMG"), a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. This proposal is in all respects subject to our client and engagement acceptance procedures which may include the negotiation, agreement, and execution of a specific engagement letter or contract.

KPMG International provides no client services. No member firm has any authority to obligate or bind KPMG International or any other member firm vis-à-vis third parties, nor does KPMG International have any such authority to obligate or bind any member firm.

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**KPMG LLP**  
**Standard Terms and Conditions for Advisory and Tax Services**

**1. Services; Client Responsibilities.**

- (a) References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached or incorporated (the "Engagement Letter") and references herein to KPMG shall refer to KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the KPMG network of independent firms (the "KPMG Network"). Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents are collectively referred to herein as the "Client Parties." KPMG, the other member firms of the KPMG Network and firms and entities controlled by, or under common control with, one or more such member firms (collectively, the "Member Firms"), and their affiliates, and their respective partners, principals, employees, and agents are collectively referred to herein as the "KPMG Parties."
- (b) It is understood and agreed that KPMG'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, Client. KPMG will not perform management functions or make management decisions for Client.
- (c) If KPMG audits the financial statements of Client or provides any other attestation services to Client, the rules of the American Institute of Certified Public Accountants ("AICPA") require Client to agree to the following provisions of this Paragraph 1(c). In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee such services, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including monitoring on-going activities.
- (d) Subsequent to the completion of this engagement, KPMG will not update its advice, recommendations or work product for changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.

**2. Tax on Services.** All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.

**3. Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.

**4. Ownership and Use of Deliverables.**

- (a) KPMG has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, use, provide, modify, create, acquire or otherwise obtain rights in, (i) concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and software and (ii) the general elements of style, design, art work and graphics and content of general applicability included in KPMG's Deliverables (as defined below) or work product not specific to Client or the services under the engagement letter (collectively, the "KPMG Property"). KPMG retains all ownership and use rights in the KPMG Property. Client shall acquire no rights or interest in the KPMG Property, except as expressly provided in the next paragraph. KPMG acknowledges that KPMG Property shall not include any of Client's confidential information or tangible or intangible property, and KPMG shall have no ownership rights in such property.
- (b) Except for KPMG Property, and upon full and final payment to KPMG under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the property of Client. If any KPMG Property is contained in any of the Deliverables, KPMG hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such KPMG Property in connection with Client's use of the Deliverables. Client acknowledges and agrees that KPMG shall have the right to retain for its files copies of each of the Deliverables, subject to the provisions of Paragraph 11 below.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by KPMG in connection with the services under the Engagement Letter is intended for Client's sole benefit and KPMG does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk. Client agrees that if it makes such advice, recommendations, information or work product available to any third party other than as expressly permitted by the Engagement Letter the provisions of Paragraph 8(b) shall apply unless Client provides the written notice to the third party in substantially the form of Appendix A hereto (the "Notice"), which Notice shall be acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the foregoing Notice and acknowledgement and any notice and acknowledgement sent to Client by such third party as contemplated by the Notice. Client may only make a Deliverable bearing the "KPMG" name or logo available to a third party in its entirety. Notwithstanding the foregoing, (i) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) below, no acknowledgement of the Notice shall be required and (ii) no Notice or acknowledgement shall be required with respect to disclosures expressly authorized by the Engagement Letter.

**5. Warranties.** KPMG's services under the Engagement Letter are subject to and will be performed in accordance with AICPA and other professional standards applicable to the services provided by KPMG under the Engagement Letter and in accordance with the

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terms thereof. KPMG disclaims all other warranties, either express or implied.

6. **Limitation on Damages.** Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under the Engagement Letter. In no event shall any of the Client Parties or any of the KPMG Parties be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). For avoidance of doubt, any damages awarded against any of the Client Parties or the KPMG Parties based on a third party claim subject to indemnification hereunder shall not be subject to the disclaimer in the previous sentence. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

7. **Infringement.**

- (a) KPMG hereby agrees to indemnify, hold harmless and defend the Client Parties from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against any of the Client Parties to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued as of the date of the Engagement Letter, trade secrets, trademarks or copyrights. The preceding indemnification shall not apply to any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (iii) the combination of the Deliverables with materials not supplied or approved by KPMG.
- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, Client shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.
- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. **Indemnification.**

- (a) KPMG agrees to indemnify, hold harmless and defend the Client Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the Client Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the KPMG Parties. Client agrees to indemnify, hold harmless and defend the KPMG Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the KPMG Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the Client Parties.
- (b) In accordance with Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim to the extent resulting from such party's reliance upon KPMG's advice, recommendations, information, Deliverables or other work product as a result of Client's disclosure of such advice, recommendations, information or work product without adhering to the notice requirements of Paragraph 4(c) above. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute or tort (including without limitation negligence) by KPMG.
- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility.

9. **Cooperation; Use of Information.**

- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional details regarding KPMG's access to and use of personnel, facilities, equipment, data and information.
- (b) The Engagement Letter may set forth additional obligations of Client in connection with the services under the Engagement Letter necessary for KPMG to perform its obligations under the Engagement Letter. Client acknowledges that its failure to satisfy these obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.
- (c) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the

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facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material adverse effect on KPMG's conclusions.

10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.**
- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) relates to information provided by KPMG relating to the tax treatment or tax structure of any transaction; (5) the Receiving Party determines is required to be maintained or disclosed by the Receiving Party under sections 6011, 6111 or 6112 of the Internal Revenue Code ("IRC") or the regulations thereunder or under any similar or analogous provisions of the laws of a state or other jurisdiction; or (6) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (b) The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. Except as otherwise set forth in this Paragraph 11 or Paragraph 15 below, the Receiving Party shall not disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order, or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review) or to submit and process an insurance claim.
- (c) The KPMG Parties may aggregate Client information with information from other sources in connection with thought leadership projects, to improve the delivery of services to clients and to allow clients to evaluate various business transactions and opportunities. The KPMG Parties will only use this information without attribution to Client and under circumstances where Client will not be identified as the source of the information.
- (d) KPMG may also use Client information and information relating to the services rendered under the Engagement Letter for the purpose of permitting the KPMG Parties to access and share knowledge and information solely among the KPMG Parties. The KPMG Parties receiving this information will be obligated to comply with confidentiality obligations with respect to such information in accordance with this Paragraph 11.
- (e) Each party shall exercise the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (f) If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law, provide prompt written notice to the Disclosing Party of such demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event the Receiving Party is requested to testify or produce its documents relating to the services under the Engagement Letter pursuant to subpoena or other legal process in judicial or administrative proceedings to which it is not a party, or in connection with an informal inquiry or investigation with the consent of the Disclosing Party, the Disclosing Party shall reimburse the Receiving Party for its time and expenses, including reasonable attorney's fees, incurred in responding to such requests.
12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.
13. **Governing Law; Severability.** The Engagement Letter and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.
14. **Alternative Dispute Resolution.**
- (a) Any dispute or claim arising out of or relating to the Engagement Letter between the parties or the services provided thereunder shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-

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Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

- (b) Mediation, if selected, may take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

**15 Use of Member Firms and Third Party Service Providers.**

- (a) Client acknowledges and agrees that the services under the Engagement Letter, including any applicable tax advice, may be performed by a Member Firm located outside of the United States. Client understands that each Member Firm is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of any other Member Firm.
- (b) Client further acknowledges that in connection with the performance of services under the Engagement Letter, KPMG and Member Firms, in their discretion or at Client's direction, may utilize the services of third party service providers within and without the United States to complete the services under the Engagement Letter.
- (c) KPMG uses third party service providers within and without the United States to provide at KPMG's direction administrative and clerical services to KPMG. These third party service providers may in the performance of such services have limited access to information, including but not limited to Confidential Information, received by KPMG from or at the request or direction of Client. KPMG represents to Client that each such third party service provider has agreed to conditions of confidentiality with respect to Client's information to the same or similar extent as KPMG has agreed to pursuant to Paragraph 11 above. KPMG has full

responsibility to cause these third party service providers to comply with such conditions of confidentiality and KPMG shall be responsible for any consequences of their failure to comply.

- (d) Accordingly, Client consents to KPMG's disclosure to a Member Firm or third party service provider and the use by such Member Firm and third party service provider of data and information, including but not limited to Confidential Information, received from or at the request or direction of Client for the purposes set forth in Paragraph 11 and this Paragraph 15.
- (e) Any services performed by a Member Firm or third party service provider shall be performed in accordance with the terms of the Engagement Letter and these Standard Terms and Conditions, including Paragraph 11 (Confidentiality), but KPMG shall remain responsible to Client for the performance of such services. Client agrees that any claim relating to the services under the Engagement Letter may only be made against KPMG and not any other Member Firm or third party service provider referred to above.

**16. Miscellaneous.**

- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) **Electronic Communications.** KPMG 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 version of a document, including a Deliverable, or other written communication that KPMG transmits to Client shall supersede any previous versions transmitted electronically by KPMG to Client unless no such hard copy is transmitted.
- (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.
- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a

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volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.

- (c) **Use of Names and Logos.** Except as permitted by law or the terms of the Engagement Letter, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof. Any such use shall require the express written consent of the owner party.
- (f) **Privileged Communications.** Information relating to advice KPMG provides to Client, including communications between KPMG and Client and material KPMG creates in the course of providing advice, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As KPMG is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to promptly notify KPMG of any such waivers, whether resulting from communications with KPMG or third parties in the same or a related matter. Client also understands that privilege may not be available for communications with an audit client and that KPMG personnel providing audit and non-audit services will discuss matters that may affect the audit to the extent required by applicable professional standards. Client agrees that KPMG will not assert on Client's behalf any claim of privilege unless Client specifically instructs KPMG in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will KPMG assert any claim of privilege that KPMG concludes, after exercising reasonable judgment, is not valid.
- (g) **Active Spreadsheets and Electronic Files.** KPMG may use models, electronic files and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the Engagement Letter. If Client requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to Client for its internal use only and such item shall be considered a Deliverable subject to Paragraph 4 above; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item.
- (h) **Non-Solicitation.** During the term of the Engagement Letter and for one year thereafter, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services under the Engagement Letter, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
17. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, including the Exhibits and Appendices hereto and thereto, constitute the entire agreement between KPMG and Client with respect to the services under the Engagement Letter and supersede all other oral and written representations, understandings or agreements relating thereto.

**18. Additional Terms for Engagements Involving Tax Services.**

- (a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of IRC sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of this engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.
- (c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the Internal Revenue Code of 1986, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

APPENDIX A

[FORM OF NOTICE AND ACKNOWLEDGEMENT]

[Name of Third Party]  
Address

The advice, recommendations and information in the document included with this notice were prepared for the sole benefit of [Name of Client], based on the specific facts and circumstances of [Name of Client], and its use is limited to the scope of KPMG's engagement for [Name of Client]. It has been provided to you for informational purposes only and you are not authorized by KPMG to rely upon it and any such reliance by you or anyone else shall be at your or their own risk. You acknowledge and agree that KPMG accepts no responsibility or liability in respect of the advice, recommendations or other information in such document to any person or organization other than [Name of Client]. You shall have no right to disclose the advice, recommendations or other information in such document to anyone else without including a copy of this notice and, unless disclosure is required by law or to fulfill a professional obligation required under applicable professional standards, obtaining a signed acknowledgement of this notice from the party to whom disclosure is made and you provide a copy thereof to [Name of Client]. You acknowledge and agree that you will be responsible for any damages suffered by KPMG as a result of your failure to comply with the terms of this notice.

Please acknowledge your acceptance of the foregoing by signing and returning to us a copy of this letter.\*

Very truly yours,

[Name of Client]

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to on this \_\_\_ day of \_\_\_, 20\_\_\_ by:\*

[Name of Third Party]

By: \_\_\_\_\_  
Name:  
Title:

\*Remove in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) of the Standard Terms and Conditions in which case an acknowledgement is not required by the terms of Paragraph 4(c).

**INTRADEPARTMENTAL CORRESPONDENCE**

February 11, 2015

1.17

**TO:** Chief of Police

**FROM:** Commanding Officer, Information Technology Bureau

**SUBJECT:** LOS ANGELES POLICE FOUNDATION GRANT REQUEST -  
LAPD STRATEGIC PLAN

It is requested that the grant to fund \$57,500 for consulting services provided by KPMG. Approval of this grant benefits the Los Angeles Police Department (LAPD) as follows:

The Department is requesting funding to pay KPMG to facilitate the development of LAPD's Action Plans for its 2015 Goals and Initiatives. Currently the LAPD is facing challenges in achieving our vision from increasing public expectations, heightened scrutiny from political and media establishments, and a growing requirement for defining performance beyond just crime reduction and into levels of community satisfaction and confidence. It is the hope that with the help from KPMG, that LAPD will assume a leadership role in influencing the debate and setting an example of how the notion of community confidence and relations must evolve to a new level. KPMG has collective experience with major city police agencies in the UK, Canada, Australia, and Europe.

This grant is requesting to pay for KPMG to leverage their experiences to work alongside the LAPD to solicit feedback and facilitate development of LAPD's Action Plans for its 2015 Goals and Initiatives. KPMG will leave LAPD with legacy knowledge of the planning methods utilized and designed jointly in this effort, allowing for a more sustained capability for the future.

If you have any questions regarding this request, please have a member of your staff contact Management Analyst Nichole Trujillo, Information Technology Bureau at (213) 486-0385.



MAGGIE GOODRICH, Chief Information Officer  
Commanding Officer  
Information Technology Bureau

APPROVED:



CHARLIE BECK  
Chief of Police

Attachment