

0220-05291-1785

T R A N S M I T T A L

TO The Council	DATE 1/27/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 9	

Proposed Eighth Amended and Restated Agreement with Ernst & Young Infrastructure Advisors, LLC for Financial Advisory, Project Management, and other Professional Services to support the Los Angeles Convention Center Expansion and Modernization Project

Approved and transmitted for further processing, including Council Consideration. See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:MFC:09260106


Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 01-13-26	C.D. No. 9	CAO File No.: 0220-05291-1785
Contracting Department/Bureau: The Office of the City Administrative Officer		Contact: Megan Cottier	
Reference: Approval of the Los Angeles Convention Center Expansion and Modernization Project (C.F. 15-1207-S1)			
Purpose of Contract: Financial advisory, project management, and other professional services to support the City with the Los Angeles Convention Center Expansion and Modernization Project delivery.			
Type of Contract: () New contract (X) Amendment, Contract No. C-133453		Contract Term Dates: March 18, 2019 through June 20, 2027	
Contract/Amendment Amount: \$22,163,301			
Proposed amount \$22,163,301 + Prior award(s) \$19,836,699 = Total \$42,000,000			
Source of funds: MICLA Lease Revenue Bonds, Series 2025 (LACC) Construction Fund No. 27M			
Name of Contractor: Ernst & Young Infrastructure Advisors, LLC			
Address: 725 South Figueroa Street, Suite 1500, Los Angeles, CA 90017			
	Yes	No	N/A
			Contractor has complied with:
1. Council has approved the purpose	X		8. Business Inclusion Program
2. Appropriated funds are available	X		9. Equal Benefits & First Source Hiring Ordinances
3. Charter Section 1022 findings completed	X		10. Contractor Responsibility Ordinance
4. Proposals have been requested	X		11. Disclosure Ordinances
5. Risk Management review completed	X		12. Bidder Certification CEC Form 50
6. Standard Provisions for City Contracts included	X		13. Prohibited Contributors (Bidders) CEC Form 55
7. Workforce that resides in the City: 27 %			14. California Iran Contracting Act of 2010
			Yes
			No
			N/A

RECOMMENDATION

That the Council, subject to the approval of the Mayor:

1. Authorize the City Administrative Officer, or designee, to execute an Eighth Amended and Restated Agreement to Contract No. C-133453 with Ernst & Young Infrastructure Advisors, LLC to provide financial advisory, project management, and other professional services to support the City with the Los Angeles Convention Center Expansion and Modernization Project. The Amendment will extend the term by nine months from September 17, 2026 through June 30, 2027, and increase the maximum compensation amount by \$22,163,301, from \$19,836,699 to \$42,000,000; and,
2. Direct the City Administrative Officer and Bureau of Engineering to meet on a monthly basis with principals from Ernst & Young Infrastructure Advisors, LLC to ensure adherence to the contract budget.

<i>Megan Cottier</i>			
MFC	Analyst	09260098	Assistant City Administrative Officer

SUMMARY

In accordance with Executive Directive No. 3, the Office of the City Administrative Officer (CAO) requests authority to execute a proposed Eighth Amended and Restated Agreement (Amendment) with Ernst & Young Infrastructure Advisors, LLC (Contractor) for financial advisory, project management, and other professional services to support the City with the Los Angeles Convention Center Expansion and Modernization Project (LACC Project). The proposed Amendment will extend the term by nine months from September 17, 2026 through June 30, 2027, and increase the maximum compensation amount by \$22,163,301, from \$19,836,699 to \$42,000,000. The increase, of \$22,163,301, is to cover services provided to the City from December 1, 2025 through June 30, 2027. A copy of the proposed Amendment is attached to this report.

On September 30, 2025, the City entered into an agreement (C-202903) with AEG Plenary Conventions Los Angeles, LLC (APCLA) to construct the LACC Project (C.F. 15-1207-S1). Construction is underway and is expected to continue through summer 2029, though it will pause between June and October 2028 for the 2028 Olympic and Paralympic Games (2028 Games) as the LACC will serve as a venue. During Council's consideration of the LACC Project, the Office of the City Administrative Officer (CAO) reported that ongoing consultant support is necessary to successfully deliver the LACC Project.

The proposed Amendment is consistent with the level of support that the CAO indicated in the *Addendum Report to Final Direction on the LACC Project*, released on August 29, 2025. The report states that an estimated \$70.6 million is needed for various consultants for project and construction management and legal fees for the term of the LACC Project. The funding for the proposed Amendment is assumed in this estimate. The current contract funding, which was allocated to support City staff in preparing information for the Council's decision on the LACC Project, is now exhausted as of December 2025.

In addition to the financial and technical work that the Contractor has performed to bring the LACC Project to Council for final direction, the contract includes a scope of work specific to work performed after the commercial close of the LACC Project. These tasks include services that are essential to the success of the LACC Project, such as: advising the City on the organizational structure and approach to manage its responsibilities during construction and operations, monitoring the project schedule, design review, and quality assurance; providing project management support; reviewing completion milestones and occupancy readiness; reviewing and advising on project changes and relief events; and providing support for dispute resolution.

The Contractor's infrastructure advisory team has supported City staff and leadership on the LACC Project since 2019, bringing a combination of financial, technical, and commercial expertise to CAO, Chief Legislative Analyst, the Bureau of Engineering (BOE) as well as the Office of the City Attorney. The Contractor is a professional services firm with over 2,000 professionals located in downtown Los Angeles, where it provides services to various Fortune 500 companies, non-profits, and government agencies across Southern California. In the public works space, the Contractor is a leader in supporting government agencies on complex capital construction programs across the US and globally, including many other high-profile public facilities and venues, and transformative economic development programs. Locally, the Contractor has advised various City departments and agencies on their infrastructure programs for over a decade, including working on projects for CAO, Public Works,

Bureau of Sanitation, Los Angeles World Airports and the Harbor Department, alongside other public owners such as Southern California Association of Governments and LA Metro.

The Contractor’s history and familiarity with the LACC Project’s complex and time-sensitive requirements makes their continued involvement essential for City staff to deliver a successful LACC Project. For the construction phase ahead, the Consultant team will primarily provide Technical/Project Management support, reporting to BOE. The existing agreement includes work contemplated to be performed by the Contractor as well as sub-contractors. The sub-contractors serve as subject matter experts, bringing decades relevant of construction experience from other high-profile public works projects and are listed below. The Contractor and sub-contractors will also provide support for a Finance/Revenues workstream under the direction of the CAO, primarily in connection with the implementation of the digital signage program.

Sub-contractor	Role	Responsibilities
Mott MacDonald	Technical & Subject Matter Expert	Support City staff in scoping decisions, design reviews, and in confirming APCLA/PWJV’s compliance with the City’s Project Agreement and Technical Requirements.
Rider Levett Bucknall (RLB)	Independent Cost Estimator	Construction cost and schedule review, facilities lifecycle development, design expertise, risk mitigation and dispute resolution support, convention center subject matter expert.
Pars Duo	Subject Matter Expert - Convention Centers	Design review, continuity of operations during construction, convention center subject matter expert.
Sign Value	Subject Matter Expert - Signage	Signage and sponsorship expertise, revenue forecast development.

The CAO entered into an agreement with the Contractor on March 18, 2019, as the result of a Request for Bids (RFB) to a qualified list of vendors for Services for Asset Management Planning and Economic Development that the CAO maintained. The initial contract was for a three year term through March 17, 2022 with a not to exceed amount of \$2,000,000. As a result of the COVID-19 pandemic, the City deferred a decision on the LACC Project. The contract was amended several times through this period and in May 2023 a Fourth Amendment was executed to extend the term of the Agreement for a fourth year, to expire on March 17, 2023 and to increase the not to exceed contract amount for a new total of \$4,286,699.

With significant assistance from the Contractor, City staff restarted the analysis of the LACC Project in 2023. Staff provided regular reports to the Council for direction on the LACC Project, leading to the City’s decision to proceed in September 2025. During this period, the agreement with the Contractor was amended three times, concluding with a Seventh Amendment executed on May 30, 2025. This Seventh Amendment extended the contract term to September 17, 2026, and raised the not to exceed contract amount to a new total of \$19,836,699.

The Contractor has complied with all City contracting requirements, policies, and procedures. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of this proposed

amendment is required as the proposed total term of the contract exceeds three years. The City Attorney has reviewed and approved the proposed Amendment as to form.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact. Sufficient funds exist within the MICLA Lease Revenue Bonds, Series 2025 (LACC) Construction Fund No. 27 to support the proposed expenditures.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that sufficient appropriated funds exist to support the proposed expenditures.

MWS:MFC:09260098

Attachment

**EIGHTH AMENDED AND RESTATED
PERSONAL SERVICES AGREEMENT**

between

THE CITY OF LOS ANGELES

and

ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC

for

**FINANCIAL ADVISORY SERVICES
for the Office of the City Administrative Officer**

Said Agreement is Number C-133453 – Amendment Eight

**EIGHTH AMENDED AND RESTATED AGREEMENT NUMBER C-133453
BETWEEN
THE CITY OF LOS ANGELES
AND
ERNST & YOUNG INFRASTRUCTURE ADVISORS
FOR FINANCIAL ADVISORY SERVICES**

THIS EIGHTH AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through the Office of the City Attorney, and Ernst & Young Infrastructure Advisors, LLC, a Delaware limited liability company (“Contractor”) (collectively, the “Parties,” or individually, a “Party”).

1. **WHEREAS**, the City desires to utilize the services of a qualified firm for financial advisory services related to the modernization and expansion of the Los Angeles Convention Center, structured as a design-build-finance-operate-maintain delivery model (“Project”), and other various related services as set forth more fully herein; and
2. **WHEREAS**, the services required are professional and expert in nature and temporary and occasional in character; and
3. **WHEREAS**, on February 5, 2019, the City issued a Request for Bids (“RFB”) for financial advisory services related to the Project to firms on a pre-qualified list to provide various services, including P3 advisory services, approved by the City Council and the Mayor (CF 12-1549);
4. **WHEREAS**, as a result of the aforementioned competitive process, and based on Contractor’s representations in its response to the RFB, the CAO selected Contractor to provide the financial advisory services contemplated by this Agreement; and
5. **WHEREAS**, on or about March 18, 2019, the Parties entered into Agreement Number C-133453 (“Original Agreement”), pursuant to which the Contractor agreed, for consideration and upon the terms and conditions provided within the Original Agreement, to perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and
6. **WHEREAS**, on or about May 5, 2020, the Parties entered into a First Amendment, to increase contract funding by \$1,339,657 from \$2,000,000 for a new total contract amount not to exceed \$3,339,657; and
7. **WHEREAS**, on or about February 22, 2021, the Parties entered into a Second Amendment to increase contract funding by \$272,042 from \$3,339,657 for a new total contract amount not to exceed \$3,611,699; and

8. **WHEREAS**, on or about October 5, 2021, the Parties entered into a Third Amendment to increase contract funding by \$225,000 from \$3,611,699 for a new total contract amount not to exceed \$3,836,699; and
9. **WHEREAS**, on or about May 18, 2022, the Parties entered into a Fourth Amendment to: (a) extend the term of the Agreement for an additional one-year period, to expire on March 17, 2023, (b) increase contract funding by \$450,000 from \$3,836,699 for a new total contract amount not to exceed \$4,286,699, (c) replace Exhibit C – Standard Provisions for City Contracts (Rev. 10/17 [v.3]) with Exhibit C - Standard Provisions for City Contracts (Rev. 10/21 [v.4]); and
10. **WHEREAS**, on or about August 9, 2023, the Parties entered into a Fifth Amendment to: (a) extend the term of the Agreement for an additional two-year period, to expire on March 17, 2025, (b) increase contract funding by \$550,000 from \$4,286,699 for a new total contract amount not to exceed \$4,836,699, (c) replace Exhibit A Hourly Rates with a new schedule, (d) amend ARTICLE 1 – SCOPE OF SERVICES, subsection B to include completion of an economic impact analysis, and (e) replace Exhibit C – Standard Provisions for City Contracts (Rev. 10/21 [v.4]) with Exhibit C - Standard Provisions for City Contracts (Rev. 9/22 [v.1]); and
11. **WHEREAS**, on or about July 16, 2024, the Parties entered into a Sixth Amendment to: (a) increase contract funding by \$6,500,000 from \$4,836,699 for a new total contract amount not to exceed \$11,336,699, (b) replace Exhibit A Hourly Rates with a new schedule, (c) replace ARTICLE 5 – ASSIGNMENT AND SUBCONTRACTING with a new subcontractor list, and (d) replace Exhibit C – Standard Provisions for City Contracts (Rev. 10/21 [v.4]) with Exhibit C - Standard Provisions for City Contracts (Rev. 9/22 [v.1]); and
12. **WHEREAS**, on or about May 30, 2025, the Parties entered into a Seventh Amended and Restated Agreement to (a) extend the term of the Agreement for an additional eighteen months, to expire on September 17, 2026, (b) increase contract funding by \$8,500,000 for a new total contract amount not to exceed \$19,836,699, (c) replace Exhibit A Hourly Rates with a new schedule effective July 1, 2025 (d) update Article 7 – KEY CONTRACTOR PERSONNEL; and (e) replace Exhibit C – Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Exhibit C – Standard Provisions for City Contracts (Rev. 1/25 [v.2]); and
13. **WHEREAS** on September 19, 2025 the City Council approved the modernization and expansion of the Los Angeles Convention Center Project (Project) under a design-build development model (C.F. 15-1207-S1). This Project is estimated to cost \$2.6 billion, and a portion of the development must be completed by the 2028 Olympic and Paralympic Games, as the Los Angeles Convention Center will serve as a venue. The Contractor’s history and intimate familiarity with the Project’s complex and time-sensitive requirements makes their continued involvement essential for a successful Project.

WHEREAS, the Parties now wish to enter into an Eighth Amendment and Restated Agreement to: (a) extend the term of the Agreement for an additional ten months, to expire on June 30, 2027, (b) increase the contract funding by \$22,163,301 for a new total contract amount not to exceed \$42,000,000, (c) update Article 1 – SCOPE OF SERVICES, and (d) update Article – Standard Provisions for City Contracts to modify the maximum liability amount.

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

A. General Services

Contractor shall perform all duties and services specifically set forth herein and shall provide such other services as may be deemed necessary or advisable, or are reasonable and necessary to accomplish the intent of this Agreement.

The City may, at its sole discretion, expand this Agreement to include any additional advisory services related to the Project, including services not specifically identified within the terms of this Agreement. Any additional services shall be subject to mutual agreement of all parties and documented in writing.

B. Specific Services

On an as-needed basis, as to be determined from time to time by CAO at its sole and absolute discretion, Contractor, as may be directed by the CAO, shall advise and assist the CAO with the negotiation and analysis of the Project, the P3 deal structure, financial models, costs and schedules, and term sheet proposed by the private partner (i.e. APCLA). In its review of any proposal related to the Project and overall Project plan, Contractor may be asked to consider the Project's risk allocation, the City's economic impact goals, and its affordability limits to provide the City with recommendations on how best to proceed.

Specific tasks may include, but are not necessarily limited to, the following:

- Evaluate the proposed Project revenue model and the Project financing strategies;
- Review the proposed financing sources and uses in regards to risk allocation and program goals;
- Review and comment on the proposed key financial terms and conditions (e.g., risk allocation model, Project timing, and structure of payments, etc.) of the main agreement(s) for the Project (collectively, "Project Agreement");
- Conduct a validation of the capital investment needs and their funding, timing, and verification of the construction, operations and maintenance (O&M), and lifecycle costs and schedule as it relates to convention centers;
- Review and comment on financial aspects of contractual documents (e.g., Project Agreement and financing documents);
- Review of the Project financing documentation, including any covenants pertaining to the City, and its adequacy in relation to the Project Agreement (Design-Build, O&M, any lease agreements, bond documents or loan agreements);
- Analyze the costs, risks, and feasibility of alternative debt instruments and financing structures;

- Review architectural designs for operational efficiencies, delivery of customer services, and quality of customer experience;
- Analyze the Project schedule and critical milestones as it relates to the financing and effect on Los Angeles Convention Center programming;
- Develop Technical Requirements that will define performance outcomes;
- Develop Key Performance Indicators (“KPI’s”) for the private partner’s performance relative to the Project delivery outcomes that are critical for the City (i.e., for construction, O&M, and lifecycle performance);
- Develop a Payment Mechanism that links the KPI’s to monetary deductions from the annual availability payments;
- Review and comment on a variety of technical risks that are closely linked to the key commercial and financial features of the private partner’s proposal, such as but not limited to:
 - approach to managing interfaces with existing facilities,
 - approach to addressing deferred maintenance of critical existing components,
 - achieving continuity of operations during construction, and functionality/adequacy of the facility layout for the City’s goals (“fitness for purpose” review of schematic designs)
 - approach to technology interface
- Review and comment on the private partner’s delivery contractors and key subcontractors, including the adequacy of their management structure and key personnel, robustness of their risk and quality management, etc.; and
- Provide project management support.
 - Conduct an economic impact analysis (EIA) that will provide a comprehensive evaluation of the economic and tax benefits associated with the Project. The deliverable for the EIA will include an Ernst and Young branded report that will summarize the approach, data, and key findings of the analysis.

Additional tasks to be performed after financial close may include, but are not necessarily limited to, the following:

- Provide advice to the City on the optimal approach and organizational structure for it to manage its responsibilities as defined in the Project Agreement during construction and operations – a Design-Build (DB) project requires a very different role and discharge of responsibilities from what the City is used to in a traditional project delivery, consequently it will need to develop and implement an appropriate strategy defining staffing, performance monitoring protocols, design review process, construction quality assurance and quality control process, consultant support, etc.;
- Provide project management support and coordination;
- Review Project completion milestones, occupancy readiness;
- Review and comment on Project changes, relief events, etc., as needed; and
- Provide support for dispute resolution processes and/or exercise of step-in rights, as needed.

If at any time the City requires Contractor to access or use City or third-party systems or devices, Contractor shall have no responsibility for the security or data protection controls of such systems or devices or for their performance or compliance with City's requirements or applicable law.

ARTICLE 2 – EFFECTIVE DATE AND TERM

This Agreement shall be effective as of March 18, 2019, and shall terminate on June 30, 2027 unless terminated in accordance with Article 4 hereof. The City and the Contractor acknowledge that certain services as described in Article I of this Agreement have been provided by Contractor and its subcontractors prior to the execution of this Agreement. By its execution of this Agreement, the City hereby ratifies, confirms, and approves the inclusion of such services as services provided under this Agreement to be compensated pursuant to this Agreement in accordance with the terms hereof.

ARTICLE 3 – COMPENSATION

- A. The City has appropriated \$42,000,000 for this Agreement, including expenses as specified under Article 3(D) of this Agreement. Contractor's work pursuant to this Agreement shall not exceed that amount without the prior written approval of the City. The City is not obligated to pay Contractor for any work done and/or costs incurred in excess of the appropriated amount unless additional appropriations are made and a written amendment to this Agreement is executed by the parties.
- B. In the event that Contractor's fees, costs and expenses, in the aggregate, exceed the amount appropriated by the City as provided herein, Contractor shall not be obligated to provide services or incur any further costs or expenses on the work required hereunder, and the City shall not be liable for fees or costs in excess of the amount appropriated, unless the appropriated amount is increased as provided herein. Contractor shall be responsible for notifying the City that the aforesaid appropriated amount will be expended before completion of the work required hereunder and that Contractor will need additional funds if the City desires further work. Contractor shall give written notice to the City when Contractor's expenditures under this Agreement are equal to sixty percent (60%) and eighty percent (80%) of the total dollar value appropriated for this Agreement so that the City has sufficient time to consider whether it desires to seek an additional appropriation and written amendment to this Agreement.
- C. The City shall pay Contractor for the services performed by Contractor which are reasonably necessary in accordance with the Scope of Services in Article 1. The fees for such services shall be based upon the time expended to render the required services, with fractions thereof being stated to the tenth of an hour, and shall be computed at a rate not to exceed the rates specified for each category of staff as listed in Exhibit A.

D. Contractor shall be reimbursed for out-of-pocket expenses not to exceed a total amount of \$90,000 in connection with all work performed by Contractor and any subcontractor permitted under Article 5 below pursuant to this Agreement. Expenses incurred beyond this aggregate amount may be reimbursed only if they are incurred with the City's prior written approval. Out-of-pocket expenses eligible for reimbursement shall include, but are not limited to, postage and delivery, outside printing and copying, and telecommunications pertaining to the services covered by this Agreement. Such expenses shall be payable only to the extent that Contractor furnishes to the City reasonable document of such expenses. Such expenses shall not include mileage, parking, optional travel, faxes, internal printing and copying, or computer time as these are part of the normal cost of doing business and not subject to reimbursement by the City. All compensation for travel related expenses will be in accordance with the City's Travel Policy (Exhibit B), which are hereby incorporated by reference into this Agreement.

E. General Invoicing Guidelines:

1. Contractor shall submit its billing statement monthly in arrears, no later than the tenth of the month following the month service was rendered.
2. All invoices shall be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information such as name and address of company or individual. Evidence that tasks have been completed shall be attached to invoices.
3. Each invoice shall be identified by a unique number and itemized to include, at a minimum the following information:
 - a. Name and address of company or firm
 - b. Name and address of City department being billed
 - c. Date of invoice and period covered
 - d. Project name and contract number
 - e. Description of specific activities with allocable hours and amounts due
 - f. Total cumulative hours and costs billed to date
 - g. Total current monthly expenses billed
 - h. Total cumulative expenses billed to date
 - i. Certification by duly authorized officer
 - j. Remittance address
4. Contractor shall present invoices with supporting documentation to:

Attn: Debt Management Group
Los Angeles Convention Center Expansion Project
City of Los Angeles
Office of the City Administrative Officer
200 N. Main Street, Room 1500

Los Angeles, CA 90012

5. Invoicing and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation.
6. City may request in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
7. Payments to Contractor may be withheld by City, if Contractor fails to comply with the provisions of this Agreement or is in breach of this Agreement.

ARTICLE 4 – TERMINATION

The City may terminate this Agreement for City's convenience at any time by providing Contractor thirty (30) days written notice. From March 18, 2021 onward, Contractor may terminate this Agreement for Contractor's convenience by providing City thirty (30) days written notice.

Upon receipt of the notice of termination (or in the case of the Contractor terminating the Agreement, delivery of the notice of termination), Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. Contractor shall submit final billing for services rendered through the time of termination no later than thirty (30) days from the effective date of termination. Thereafter, Contractor shall have no further claims against City under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Contractor agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

ARTICLE 5 – ASSIGNMENT AND SUBCONTRACTING

- A. This Agreement shall not be assigned nor shall any duties be subcontracted by Contractor without the prior written approval of the City. The City and Contractor mutually acknowledge that the following list of subcontractors have been retained by Contractor to assist in providing the Scope of Services in Article 1. On an as-needed basis, as to be determined from time to time by CAO at its sole and absolute discretion, Contractor, as may be directed by the CAO, may modify the list of subcontractors as needed:
 - SignValue, Inc.
 - Walker Consultants
 - Pars Duo Consulting
 - CSL International

- Mott Macdonald
- Rider Levett Bucknall

- B. Subcontractors shall invoice Contractor directly and Contractor will include such costs and expenses in its monthly invoicing to the City in conformance with Article 3 of this Agreement. Subcontractor fees shall be based upon the time expended to render the required services, with fractions thereof being stated to the tenth of an hour, and shall be computed at a rate not to exceed the rates specified for each category of staff as listed in Exhibit A.
- C. The City shall have no liability to any subcontractor(s) for payment for service under this Agreement or other work performed for Contractor and any subcontract entered into by Contractor pursuant to the conduct of service under this Agreement. Contractor acknowledges and agrees that the responsibility for the payment for technical services or any other work performed by any subcontractor(s) shall be the sole responsibility of Contractor.

ARTICLE 6 – Representatives of the Parties and Service of Notices

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

1. The representative of the City shall be:

Benjamin Ceja, Assistant City Administrative Officer
City of Los Angeles
Office of the City Administrative Officer
200 N. Main Street, Room 1500
Los Angeles, CA 90012

2. The representative of the Contractor shall be:

Tuyen Mai
(213) 977-4236
Ernst & Young Infrastructure Advisors, LLC
725 South Figueroa Street, Suite 1500
Los Angeles, CA 90017

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be

given in accordance with this section within five (5) working days of said change.

ARTICLE 7 – KEY CONTRACTOR PERSONNEL

Contractor's key personnel for this Agreement shall be the individuals who are named below. Contractor shall not change key personnel without prior written authorization by the City.

- Tuyen Mai
- Sean Boyd
- Traci Kuratomi

ARTICLE 8 – COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.

ARTICLE 9 – STANDARD PROVISIONS FOR CITY CONTRACTS

- A. Contractor agrees to comply with the City's Standard Provisions for City Contracts (Rev. 1/25[v.2]) (the "Standard Provisions"), attached hereto as Exhibit C and which are hereby incorporated by reference into this Agreement.
- B. The following language modifications are made to the following Sections of the Standard Provisions:

PSC-2 Applicable Law, Interpretation and Enforcement: The following language is added to this provision: Prior to initiating any litigation, a party shall submit a dispute to mediation by written notice to the other party. The mediator shall be selected by the parties. If the parties cannot agree to a mediator, the International Institute for Conflict Prevention and Resolution (CPR) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he or she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceeding shall not be recorded or transcribed. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice

beginning the mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate.

- C. Except as otherwise required under indemnification in the Standard Provisions PSC - 18, the aggregate liability of Contractor for Professional Liability claims in any way arising out of or relating to the services performed under the Agreement shall be limited to and not exceed the fees paid for the services performed under the Agreement or Ten Million Dollars (\$10,000,000), whichever is greater. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs).

This provision shall not limit (a) liability for breach of any confidentiality obligation, (b) liability for infringement of the other party's intellectual property rights, (c) Contractor's liability for personal injury or death or for damage to real property or tangible personal property caused by the negligence or willful misconduct of Contractor or its employees, (d) liability for payment of interest added by a court of law or an arbitration panel to a judgment entered in any action or proceeding related to this Agreement, or (e) losses caused by Contractor's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.

- D. Contractor understands that it, its officers and employees performing work under this Agreement are or may be subject to state and local conflict of interest laws applicable to the performance of work under this Agreement. During the term of this contract, Contractor shall not accept as clients LA Convention Hall, LLC, AEG Facilities, Inc., Plenary Group USA Concessions Ltd, the firm selected as the general contractor for this project (each a "Restricted Firm") and any of their related entities unless approved in writing by the City. Such restriction shall only apply with respect to a Restricted Firm and its related entities for so long as it is involved in the Project. The restriction shall apply exclusively to Contractor but not any other firm affiliated with Contractor or part of the Ernst & Young network.

Contractor shall notify the City immediately if Contractor becomes aware of any potential conflict of interest. Based on Contractor's reasonable inquiry, Contractor knows of no previously undisclosed situations that would present a material conflict of interest on the part of the Contractor, its officers or employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and representatives.

THE CITY OF LOS ANGELES,

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

By: _____
Matthew W. Szabo
City Administrative Officer

Date: _____

Ernst & Young Infrastructure Advisors, LLC

DocuSigned by:
Tuyen Mai
By: _____
1216A57784614D9...
Tuyen Mai
Senior Managing Director

Date: 12/18/2025

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By: _____
Kamran Qazi
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number 0002940910-00001-0
Internal Revenue Service Taxpayer Identification Number 34-6565596
Agreement Number C-133453 RA7