

AGREEMENT NO. \_\_\_\_\_

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
BRONNER GROUP LLC

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and BRONNER GROUP LLC, a Limited liability company, 120 N. LaSalle Street, Chicago, IL 60602 ("Consultant").

WHEREAS, City requires the professional and expert on-call performance audit and consulting services for its Harbor Department; and

WHEREAS, City issued a Request for Qualification (RFQ) for firms to provide performance audit and consulting services; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in providing management internal auditing and consulting services; and

WHERE, Consultant possesses extensive experience and resources to provide these consulting services under the conditions set forth herein; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Date: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

BRONNER GROUP, LLC

Date: 4/18, 2017

By: Gila J. Bronner  
GILA J. Bronner, President Sect. # CEO  
(Print/type name and title)

Attest: Marilyn Karim  
MARILYN KARIM, Director Bus. Ops.  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

5-3, 2017  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: Minah Park  
MINAH PARK, Deputy City Attorney

MP:jpr  
03/30/17  
Attachments

Account #	54290	W.O. #	000
Ctr/Div #	0570	Job Fac. #	000
Proj/Prog #	000		
Budget FY:		Amount:	
2017/18	TBD as Required by Task Order		
2018/19	TBD as Required by Task Order		
2019/20	TBD as Required by Task Order		
2020/21	TBD as Required by Task Order		
2021/22	TBD as Required by Task Order		
TOTAL:			
For Acct/Budget Div. Use Only:			
Verified by:		_____	
Verified Funds Available:		_____	
Date Approved:		_____	

Firm: **Bronner Group, LLC**

Contact Person/Representative of Contractor:  
Title:  
Address:

Gila J. Bronner  
President & CEO  
120 N. La Salle Street, Suite 1300, Chicago, IL, 60602

**PROJECT TEAM:**

<u>Team Member</u>	<u>Designation</u>
1 Gila J. Bronner	President & CEO, Project Manager
2 Scott Bailey	Project Manager
3 Kate Yager	Government Services Executive
4 Ryan Kenny	Government Services Executive
5 Don Davis	Director - Special Services
6 Baird Bream	Senior Consultant
7 Chris Kelly	Senior Consultant
8 Daniel Hughes	Senior Consultant
9 Agron Ferataj	Senior Auditor
10 John Tatone	Auditor
11 Josh Nicholas	Auditor
12 TBD	Junior Accountant/Assistant

**HOURLY BILLING RATES:**

1 President & CEO, Project Manager	\$ 225
2 Project Manager	190
3 Government Services Executive	180
4 Director - Special Services	190
5 Senior Consultant	170
6 Senior Auditor	160
7 Auditor	140
8 Junior Accountant/Assistant	130

**NOTE:** The above rates would exclude travel costs, which would be billed at actual cost.

**REIMBURSABLE EXPENSES:**

**RATE**

Mileage	IRS Standard Rates
Photocopy	\$0.08/copy
Color Photocopy	\$0.15/copy
Facsimiles	\$1.00/fax
Parking	at rate incurred
Lodging	at actual rates incurred, compliant with City travel reimbursement policies
Airfare and car rentals	at actual rates incurred, compliant with City travel reimbursement policies
Other incidental expenses	at actual rates incurred

**EXHIBIT B**