

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
SJOBORG EVASHENK CONSULTING, INC.

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 SJOBORG EVASHENK CONSULTING, INC., a California corporation, 455 Capitol Mall, Suite 700, Sacramento, CA 95814 ("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

WHEREAS, 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

SJOBORG EVASHENK CONSULTING, INC.,

Date: APRIL 15, 2017

By: *Marianne P. Evashenk*
MARIANNE P. EVASHENK
(Print/type name and title) PRESIDENT

Attest: *Kurt Sjoborg*
KURT SJOBORG, V.P.
(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: *[Signature]*
MINAH PARK, Deputy City Attorney

MP:jpr
04/03/17
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: Sjoberg Evashenk Consulting, Inc.

Contact Person/Representative of Contractor:
Title:
Address:

Kurt Sjoberg
Chairman
455 Capitol Mall, Suite 700, Sacramento, CA 95814

PROJECT TEAM:

<u>Team Member</u>	<u>Designation</u>
1 Kurt Sjoberg	Partner
2 Marianne P. Evashnek	Partner
3 Catherine Brady	Director
4 Lynda McCallum	Director
5 George Skiles	Director
6 Jeff Mikles	Subcontractor, Subject Matter Expert, Jeff Mikles Consulting
7 Lien Luu	Manager
8 Nicole Dyer	Manager
9 Sherman Honeycutt	Subcontractor, Subject Matter Exper, DCMS

HOURLY BILLING RATES:

Partner	\$ 245
Director	205
Manager	180
Senior Consultant	150
Associate Consultant	120
Staff Consultant	105
Subcontractor, Subject Matter Expert, Jeff Mikles Consulting	175
Subcontractor, Subject Matter Exper, DCMS	175

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