

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

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
KH CONSULTING GROUP

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 KH CONSULTING GROUP, a California corporation, 1901 Avenue of the Stars, Suite 200, Los Angeles, CA 90067 ("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

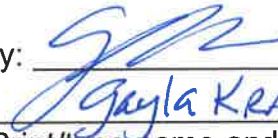
Date: \_\_\_\_\_, 2017


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

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

KH CONSULTING GROUP

Date: APRIL 24TH, 2017

By:   
Gayla KRAETSCH Hartsough  
(Print/type name and title) PRESIDENT

Attest:   
JEFFREY HARTSOUGH, SECRETARY  
(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, Deputy City Attorney

MP:jpr  
03/30/17  
Attachments

Account #	<u>54290</u>	W.O. #	<u>000</u>
Ctr/Div #	<u>0570</u>	Job Fac. #	<u>000</u>
Proj/Prog #	<u>000</u>		
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: KH Consulting Group

Contact Person/Representative of Contractor:  
Title:  
Address:

Dr. Gayla K. Hartsough  
President  
1901 Avenue of the Stars, Second Floor, Los Angeles, CA 90067

PROJECT TEAM:

Team Member  
Dr. Gayla K. Hartsough  
Heather Sims  
Bob Schilling  
Charlotte Maure  
TBD  
TBD  
TBD  
TBD

Designation  
President/Project Manager/Consultant-Account Manager  
Consultant/Project Manager/ Vice-President  
Consultant/Project Manager/ Vice-President  
Consultant/Project Manager/ Vice-President  
Senior Consultant  
Consultant Associate  
Consultant Research Associate  
Administration

Subconsultants:  
Hartsough

Jeffrey Hartsough, Principal

HOURLY BILLING RATES:

President/Project Manager  
Consultant/Project Manager/ Vice-President  
Consultant-Senior Consultant  
Consultant Associate  
Consultant Research Associate  
Administrator  
Principal - Hartsough

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
President/Project Manager	\$ 250	\$ 250	\$250-263
Consultant/Project Manager/ Vice-President	225-235	225-235	225-247
Consultant-Senior Consultant	175	175	175-184
Consultant Associate	125-150	125-150	125-158
Consultant Research Associate	100-125	100-125	100-132
Administrator	60-80	60-80	60-84
Principal - Hartsough	175	175	175-184

REIMBURSABLE EXPENSES:

Mileage  
Photocopy  
Color Photocopy  
Facsimiles  
Parking  
Lodging  
Airfare and car rentals  
Other Incidental expenses

RATE  
IRS Standard Rates  
\$0.08/copy  
\$0.15/copy  
\$1.00/fax  
at rate incurred  
at actual rates incurred, compliant with City travel reimbursement policies  
at actual rates incurred, compliant with City travel reimbursement policies  
at actual rates incurred

**EXHIBIT B**