

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

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
SCHUMAKER & COMPANY, 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 SCHUMAKER & COMPANY, INC., Michigan corporation, 3101 Walnut Ridge Drive, Ann Arbor, MI 48103-2195 ("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

SCHUMAKER & COMPANY, INC.

Date: April 18, 2017

By: Patricia Schumaker  
PATRICIA SCHUMAKER/PRESIDENT  
(Print/type name and title)

Attest: Jaye M Kaim  
Jaye M Kaim, Project Administrator  
(Print/type name and title) + Analyst

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: Schumaker & Company

Contact Person/Representative of Contractor:  
Title:  
Address:

Patricia Schumaker  
President  
3101 Walnut Ridge Drive, Ann Arbor, MI 48103

PROJECT TEAM:

Team Member  
Dennis Schumaker  
Patricia Schumaker  
Jaye Kain  
TBD

Designation  
Principal Consultant/Project Manager  
Engagement Manager/President  
Project Administrator/ Analyst  
Subcontractors

HOURLY BILLING RATES:

President/ Engagement Manager	\$ 245
Principal Consultant/Project Manager	245
Project Administrator/ Analyst	75
Other (TBD)	175-240

No extra administrative fees will be charged.

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