

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
MACIAS GINI & O'CONNELL LLP

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 MACIAS GINI & O'CONNELL LLP, a Limited liability partnership, 777 South Figueroa St., Suite 2500, Los Angeles, CA 90017 ("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

MACIAS GINI & O'CONNELL LLP

Date: April 29, 2017 2017

By: [Signature]
James V. Goodsey, Partner
(Print/type name and title)

Attest: [Signature]
David Kwon, Manager
(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
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: **Macias Gini & O'Connell**

Contact Person/Representative of Contractor:

Title:

Address:

Jim Godsey

Partner

777 S. Figueroa St., Suite 2500, Los Angeles, CA 90017

PROJECT TEAM:

Team Member

Jim Godsey

Mark Cousineau

Byron Matson

Craig Hughes

Greta MacDonald

Various

Various

Designation

Partner/Audit Manager

Project Director

Senior Manager

Senior Consultant

Consulting Manager

Senior Associates

Subconsultants - Qiu Accountancy Corp.

HOURLY BILLING RATES:

Partner/Audit Manager

\$ 325.00

Project Director

260.00

Senior Manager

210.00

Senior Consultant

195.00

Consulting Manager

195.00

Senior Associates

160.00

Subconsultants - Qiu Accountancy Corp.

160.00

REIMBURSABLE EXPENSE

RATE

Mileage (IRS Standard Rate)

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