

**LOS ANGELES FIRE DEPARTMENT**



**RALPH M. TERRAZAS**  
FIRE CHIEF

March 3, 2017

BOARD OF FIRE COMMISSIONERS  
FILE NO. 17-036

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST SUPPLEMENTAL AGREEMENT WITH HARRY GARVIN FOR  
FORENSIC PHOTOGRAPHER SERVICES (C-127056)

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

**SUMMARY**

On June 4, 2015, the Los Angeles Fire Department (LAFD) released a Request for Qualifications (RFQ No. 2015-38-001) for a certified forensic photographer. Mr. Harry Garvin was the only responder to the RFQ. On February 16, 2016, the LAFD entered into Agreement C-127056 with Mr. Garvin for a one year term with a maximum compensation amount of \$20,000.

The LAFD now desires in this First Supplemental Agreement to extend the term of the Agreement through February 15, 2018 and to increase the maximum compensation amount from \$20,000 to \$50,000.

**RECOMMENDATIONS**

That the Board:

Approve, and transmit to the Mayor in accordance with Executive Directive 3, the First Supplemental Agreement with Harry Garvin for forensic photographer services.

**FISCAL IMPACT**

The Los Angeles Fire Department has identified funds in its FY 2016-17 Contractual Services Account to cover expenses related to this Agreement.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment



**FIRST SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. C-127056  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
HARRY GARVIN  
FOR FORENSIC PHOTOGRAPHER SERVICES**

This Agreement between the City of Los Angeles (hereinafter referred to as the "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and Harry Garvin, as an individual, (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

**WHEREAS**, the LAFD Arson and Counter-Terrorism Section has a need for a certified forensic photographer to photograph scenes of suspected arson or other criminal activity; and

**WHEREAS**, the LAFD issued a formal Request for Qualifications (RFQ) on June 4, 2015 seeking qualified contractors for dedicated forensic photographer services on a part-time and limited basis; and

**WHEREAS**, the CONTRACTOR was the only proposer to respond to the RFQ released by the LAFD; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City has determined that the work can be performed more economically or feasibly by independent contractors than by CITY employees; and

**WHEREAS**, the CONTRACTOR possesses the knowledge, skills and capabilities that the LAFD seeks from a forensic photographer; and

**WHEREAS**, the LAFD Arson and Counter-Terrorism Section has worked with the CONTRACTOR to provide forensic photography on an occasional and limited basis in the past and is familiar with the quality of the CONTRACTOR'S abilities and work product; and

**WHEREAS**, the CONTRACTOR has indicated he is available to work days, nights and weekends and to respond within one (1) hour of a request by the LAFD; and

**WHEREAS**, the Agreement is for on-call, as-needed, and temporary in nature forensic photography, and is not for full-time photographic services; and

**WHEREAS**, the parties entered into Agreement C-127056 for the period of February 16, 2016 through Feb 15, 2017 for a total maximum compensation of \$20,000; and

**WHEREAS**, the CITY in this First Supplemental Agreement to Agreement No. C-127056 (hereinafter referred to as "Supplemental Agreement") would like to exercise the first of two (2) one-year options, and extend the Agreement from February 16, 2016 through February 15, 2018, and to increase the maximum compensation amount to fifty thousand dollars (\$50,000).

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## **1. PARTIES TO THE AGREEMENT**

- 1.1.** The CITY, a municipal corporation, through its Fire Department, having its principal office at 200 North Main Street, Room 1800, Los Angeles, California 90012.
- 1.2.** The CONTRACTOR, known as Harry Garvin, having his principal office at 1010 Alvira Street, Los Angeles, California 90035.

## **2. NOTICES**

All official notices to the LAFD under this Agreement shall be made by mail, return receipt requested, to:

Robert Nelson, Battalion Chief  
Arson and Counter-Terrorism Section  
Los Angeles Fire Department  
200 North Main Street, Room 1630  
Los Angeles, California 90012

General communication regarding performance of tasks under this Agreement may be made by e-mail to: [robert.nelson@lacity.org](mailto:robert.nelson@lacity.org).

All official notices to CONTRACTOR under this Agreement shall be made by mail, return receipt requested to:

Harry Garvin  
1010 Alvira Street  
Los Angeles, California 90035

General communication regarding performance of tasks under this Agreement may be made by e-mail to: [hgarvin@me.com](mailto:hgarvin@me.com).

## **3. SCOPE OF SERVICES**

The work to be performed by CONTRACTOR is forensic photography. The Arson Counter-Terrorism Section will provide additional details, on an as-needed basis, where

the CONTRACTOR may be asked to perform work as details become available. Workdays are as-needed, Monday through Sunday on a twenty-four (24) hour basis, including all City holidays.

The exact nature of the work to be performed by the CONTRACTOR will vary and it will be the responsibility of the Officer-in-Charge of an incident to provide the details about the scene being investigated, and the needs of the LAFD as it relates to forensic photography. CONTRATCTOR may be asked to:

- 3.1. Photograph and/or video an entire scene.
- 3.2. Photograph and/or video specific areas of a scene.
- 3.3. Photograph and /or video scenes for other agencies.
- 3.4. Provide hard copies and/or digital files of photographs and/or videos to the LAFD and/or other agencies as directed by the LAFD.
- 3.5. Encrypt files, where applicable, and provide encrypted files, via secure means, as directed by the LAFD.
- 3.6. Document date and time of when all images and files are taken and transferred to the LAFD, including any other associated chain of custody issues.

All photographs, images, and/or videos taken at a scene become the property of the LAFD. No photographs, images, and/or videos may be released to others without the expressed written permission of the LAFD.

#### **4. QUALIFICATIONS**

##### **4.1. Background Investigation**

CONTRACTOR will be working in an environment where the Arson Counter-Terrorism Section is interfacing with Federal, State and local law enforcement agencies. CONTRACTOR will be required to pass a comprehensive background investigation that examines the personal and work history of the CONTRACTOR.

##### **4.2. Experience**

CONTRACTOR must have at least five (5) years of forensic photography experience working with a military, law enforcement and/or fire service agency. An in-depth understanding of law enforcement procedures is crucial to forensic photography. Forensic photographers work closely with law enforcement officers, attorneys and fellow forensic science professionals. They must understand how to photograph crime scenes so anyone looking at the photos can understand the significance of what is being depicted. This may include everyone from police officers, lawyers, and members of a jury.

##### **4.3. Equipment Inventory**

CONTRACTOR must demonstrate they possess and utilize digital

photographic and video equipment, computer software and hardware necessary to perform forensic photography and are able to provide digital images of the highest quality to the LAFD.

#### **4.4. Education and Certifications**

CONTRACTOR is required to possess one (1) or more of the following certificates:

- 4.4.1.** Peace Officer Standards and Training (P.O.S.T.) Certified Field Evidence Technician Seminar.
- 4.4.2.** Certification from the International Association of Identification Forensic Photography Certification Board.
- 4.4.3.** Certification from the United States Armed Forces with an Enlisted Military Occupational Specialty ("MOS") in the areas of Military Police (31B or equivalent) or Criminal Investigation Command ("CID") Special Agent (31D or equivalent); or, a Warrant Officer MOS Counterintelligence Technician (351L or equivalent), may also be considered.
- 4.4.4.** If using military experience, CONTRACTOR must provide a Joint Services Transcript, a copy of their Department of Defense DD Form 2586, and/or a copy of their Department of Defense DD Form 214.

#### **4.5. Personal Attributes and Responsibilities**

- 4.5.1.** CONTRACTOR must be of the highest integrity and moral character.
- 4.5.2.** CONTRACTOR may be exposed to information that the LAFD and/or other agencies deem sensitive or classified in nature.
- 4.5.3.** CONTRACTOR and their employees are required to sign a non-disclosure agreement as a condition of contract.
- 4.5.4.** CONTRACTOR is required to photograph and/or video all aspects of arson related crime scenes. This may include victims of arson and other crimes.
- 4.5.5.** CONTRACTOR may be required to photograph extremely violent crime scenes, including the bodies of victims.
- 4.5.6.** CONTRACTOR must be comfortable working in a diverse range of settings, including confined spaces, large amounts of debris, hillside/canyon areas, and rugged terrain in the outdoors.
- 4.5.7.** CONTRACTOR may be required to operate in harsh environmental conditions that include extreme high temperatures, wet surfaces, heavy rain, or heavy fog.
- 4.5.8.** CONTRACTOR must possess a complete understanding of safety procedures because they frequently come in contact with scenes which involve heavy apparatus, numerous vehicles, structures where building integrity has been compromised, bodily fluids, broken glass, weapons, and other hazards.

- 4.5.9.** CONTRACTOR must possess excellent communication skills (oral, written, as well as listening) as they must take direction from officers on the scene regarding what to photograph.
- 4.5.10.** CONTRACTOR must have an eye for detail so they would notice even the smallest bullet fragment or shard of glass, which could be crucial pieces of evidence.
- 4.5.11.** CONTRACTOR may be expected to work long or irregular hours, depending on the scene, and must be flexible enough to respond when needed.
- 4.5.12.** CONTRACTOR may be exposed to Protected Health Information ("PHI") during the course of duties. As such, the CONTRACTOR may be required to attend Health Insurance Portability and Accountability Act of 1996 ("HIPAA") training and sign a Business Associate Agreement ("BAA") that protects against the release of PHI.

## **5. TERM OF THE AGREEMENT**

Upon signatures by all parties and attestation by the City Clerk, the term of this Agreement will commence on February 16, 2016 through February 15, 2018.

The LAFD may, at its sole discretion and through the CITY'S representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for one (1) additional year.

To the extent that the CONTRACTOR may have begun performance of the services before the date of execution, at the CITY'S request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement.

## **6. COMPENSATION, BILLING AND INVOICES**

### **6.1. Compensation**

The LAFD agrees to compensate the CONTRACTOR the sum of Fifty dollars (\$50.00) per hour when the CONTRACTOR is "on-scene" between the hours of 6 a.m. and 6 p.m., Monday through Sunday, and Seventy-five dollars (\$75.00) per hour when the CONTRACTOR is "on-scene" between the hours of 6 p.m. and 6 a.m., Monday through Sunday or any hours during a City holiday. Administrative preparation of photographs, video files and digital images will be compensated at a flat rate of Fifty dollars (\$50.00) per hour. All compensation shall be billed in one-tenth (1/10) hour increments.

CONTRACTOR will be afforded a minimum of one (1) full hour of compensation when the CONTRATOR is "on-scene" for one (1) hour or less.

CONTRACTOR will be limited to a maximum compensation of Twenty-Five

Thousand Dollars (\$25,000) annually for the term of the Agreement. The total maximum compensation for the life of the Agreement is Fifty Thousand Dollars (\$50,000). The execution of an agreement between the LAFD and the CONTRACTOR is not a guarantee of work.

## **6.2. Billing**

Calls for services and the total number of hours billed by the CONTRACTOR begins when the CONTRACTOR arrives "on-scene", includes all administrative preparation time, and concludes with the transmission of files back to the LAFD. Time is to be accounted for in tenth-hour increments.

For example, a call at 3:06 a.m. that lasts until 7:18 a.m. and requires 3.2 hours of preparations to build the files to send to the LAFD would be billed as follows:

- 6.2.1.** Time from 3:06 a.m. to 6:00 a.m. is 2.9 hours at \$75/hour and equals \$217.50;
- 6.2.2.** Time from 6:00 a.m. to 7:18 a.m. is 1.3 hours at \$50/ hour and equals \$65.00;
- 6.2.3.** Time to administratively document and prepare photograph(s)/video(s) and digital image(s) for the LAFD takes 3.2 hours at \$50/hour and equals \$160.00.

The total invoice amount for the call in this example would be \$442.50.

## **6.3. Invoices**

CONTRACTOR must keep accurate records of time when services are provided. CONTRACTOR will not be paid for any services and/or materials not delivered to the LAFD. CONTRACTOR shall submit one (1) invoice per incident. All invoices must contain the following:

- 6.3.1.** Name and address of company or firm;
- 6.3.2.** Name and address of the LAFD;
- 6.3.3.** Date of the invoice and period covered;
- 6.3.4.** Reference to contract number;
- 6.3.5.** Description of completed task and amount due for the task;
- 6.3.6.** Payment terms, total due, and due date;
- 6.3.7.** Certification by a duly authorized officer of the CONTRACTOR;
- 6.3.8.** Discounts and terms (if applicable); and
- 6.3.9.** Remittance Address (if different from company address).

## **7. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR**

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to



CONTRACTOR unless the LAFD shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this Agreement.

## **8. CONFIDENTIALITY**

The CONTRACTOR understands and agrees that all documents, materials, records, and the contents thereof, provided by or to the LAFD are confidential and immediately become the sole property of the LAFD and the CITY. CONTRACTOR agrees not to retain any copies of the photographs, videos, digital images, digital recordings, notes, documents, materials, records provided by, or to, the LAFD, nor to disclose the contents thereof, which are of a confidential nature, without the expressed written permission of the LAFD. CONTRACTOR shall ensure that each of its employees, or agents, who have access to such photographs, videos, images, documents, materials, recordings, records, provided by or to the LAFD, comply with the confidentiality provisions of this Agreement. All photographs, videos, notes, documents and/or products resulting from this Agreement immediately become the sole property of the LAFD and the CITY, and may not be used by the CONTRACTOR at any time, present or future, without the expressed written permission of the LAFD.

## **9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMICS AND CLINICAL HEALTH ("HITECH") ACT**

The LAFD became a Health Care Component ("HCC") by the CITY Council action which adopted the recommendation of the Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181]. As a HCC of the CITY, all photographs taken by and materials transmitted from the CONTRACTOR to the LAFD are deemed to contain PHI, regardless if they do or do not. The CONTRACTOR shall work with the LAFD to develop and ensure any and all materials provided to the LAFD by the CONTRACTOR are encrypted and protected in accordance with HIPAA and the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance. The LAFD reserves the right to modify the CONTRACTOR'S reporting requirements to comply with Federal, State and Local laws, rules and regulations related to HIPAA and PHI. The CONTRACTOR shall comply with any requested changes within one (1) month of being notified by LAFD of the requested modification. All photographs, videos, digital images, digital recordings, notes, documents, records, and/or products resulting from this Agreement immediately become the sole property of the LAFD and the CITY, and may not be used by the

CONTRACTOR at any time, present or future, without the expressed written permission of the LAFD.

Should it be determined at some future point in time that the laws governing HIPAA are applicable to this Agreement, the CONTRACTOR agrees to abide by all applicable laws, rules and regulations relating to PHI and to immediately sign and abide by the terms of a BAA with the LAFD. A BAA shall survive beyond the term of this Agreement until all materials containing PHI are destroyed or returned to the LAFD.

#### **10. NON-EXCLUSIVE**

The LAFD and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to the LAFD and that the LAFD reserves the right to enter into agreement with other consultants to provide similar services during the term of this Agreement.

#### **11. STANDARD PROVISIONS FOR CITY CONTRACTS**

CONTRACTOR, by entering into this Agreement with the CITY, agrees to abide by the CITY Standard Provisions, attached hereto and incorporated herein as Exhibit A.

#### **12. APPLICABILITY OF STANDARD PROVISIONS FOR CITY CONTRACTS**

The CONTRACTOR shall comply with the requirements of the Standard Provisions for City Contracts (Revised March 2009), attached hereto as Exhibit A and incorporated herein. The CITY has determined that the provisions in Exhibit A listed below are not applicable to this AGREEMENT and therefore are not incorporated herein because they are superseded by the provisions of this Agreement and/or not required pursuant to the requirements and regulations of the Los Angeles Administrative Code: PSC Sections 14, 19, 27, 28, 29, 31, 33, 34, and 36.

#### **13. NON DISCRIMINATION**

During the performance of this Agreement, Contractor is obligated not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such agreements with the CITY shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the CITY. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's Agreement with the CITY. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

## **14. EQUAL EMPLOYMENT PRACTICES**

- 14.1.** During the performance of this Agreement, the CONTRACTOR agrees and represents that it will provide Equal Employment Practices and the CONTRACTOR and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 14.1.1.** This provision applies to work or service performed or materials manufactured or assembled in the United States.
- 14.1.2.** Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
- 14.1.3.** The CONTRACTOR agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- 14.2.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 14.3.** At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 14.4.** The CONTRACTOR shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY Agreements. Upon request, the CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- 14.5.** The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of CITY Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or

penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR.

- 14.6.** Upon a finding duly made that the CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the CONTRACTOR shall be disqualified from being awarded an Agreement with the CITY for a period of two (2) years, or until the CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- 14.7.** Notwithstanding any other provision of this Agreement, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- 14.8.** The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in CITY Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the Agreement compliance program.
- 14.9.** Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 14.10.** By affixing its signature on an Agreement that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Agreements.
- 14.11.** Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - 14.11.1.** hiring practices;
  - 14.11.2.** apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 14.11.3.** training and promotional opportunities; and
  - 14.11.4.** reasonable accommodations for persons with disabilities.

**14.12.** All CONTRACTORs subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the CITY, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of CITY Ordinance No.184292. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's Agreement with the CITY.

## **15. FIRST SOURCE HIRING**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance ("FSHO"), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

CONTRACTOR shall, prior to the execution of the Agreement, provide a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the Agreement.

CONTRACTOR further pledges that it will, during the term of the Agreement, a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department ("CDD"), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the LAFD of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los

Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this Agreement and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

#### **16. ENTIRE AGREEMENT**

This Agreement contains the complete agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

#### **17. NUMBER OF PAGES AND ATTACHMENTS**

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes thirteen (13) pages that constitute the entire understanding and agreement of the parties.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

DATE: \_\_\_\_\_

For: THE CITY OF LOS ANGELES

By: \_\_\_\_\_

RALPH M. TERRAZAS  
Fire Chief  
Los Angeles Fire Department

DATE: \_\_\_\_\_

For: CONTRACTOR

By: \_\_\_\_\_

HARRY GARVIN

Approved as to From:  
MICHAEL N. FEUER, City Attorney

ATTEST:  
HOLLY WOLCOTT, City Clerk

By: \_\_\_\_\_

Marcia Gonzales-Kimbrough  
Deputy City Attorney

By: \_\_\_\_\_

Deputy City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

