

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

January 18, 2018

BOARD OF FIRE COMMISSIONERS  
FILE NO. 18-010

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST AMENDMENT TO AGREEMENT C-127056 WITH HARRY GARVIN FOR FORENSIC PHOTOGRAPHER SERVICES

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 Withdrawn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. On June 6, 2017, the LAFD entered into a First Supplemental Agreement with Mr. Garvin extending the term through February 15, 2018 and increasing the maximum compensation amount to \$50,000.

The LAFD now desires in this First Amendment to Agreement C-127056 to extend the term of the Agreement through February 15, 2019 and to increase the maximum compensation amount from \$50,000 to \$75,000.

## RECOMMENDATIONS

That the Board:

Approve, and transmit to the Mayor in accordance with Executive Directive 3, the First Amendment to Agreement C-127056 with Harry Garvin for forensic photographer services.

## FISCAL IMPACT

The Los Angeles Fire Department has identified funds in its FY 2017-18 Contractual Services Account to cover expenses related to this Agreement.

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

Attachment

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

This First Amendment 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**, on June 6, 2017, the parties entered into a First Supplemental Agreement to Agreement No. C-127056, wherein the parties agreed to exercise the first of two (2) one-year options, and extended the Agreement from February 16, 2016 through February 15, 2018, and increased the maximum compensation amount to fifty thousand dollars (\$50,000); and

**WHEREAS**, the CITY desires in this First Amendment to Agreement No. C-127056 to exercise the final one-year renewal option, and extend the Agreement from February 16, 2016 through February 15, 2019, and to increase the maximum compensation amount to seventy-five thousand dollars (\$75,000).

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

- 1. SECTION 5 – TERM OF THE AGREEMENT**, is hereby amended in its entirety to read:

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, 2019.

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.

- 2. SECTION 6.1 – Compensation**, Paragraph 3, is hereby amended in its entirety to read:

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 Seventy-Five Thousand Dollars (\$75,000). The execution of an agreement between the LAFD and the CONTRACTOR is not a guarantee of work.

- 3. Exhibit A, STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby replaced in its entirety as contained herein.
- 4. Except as amended by this First Amendment**, all other provisions of Agreement C-127056 shall remain in full force and effect.

(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: \_\_\_\_\_

Catrina M. Archuleta  
Deputy City Attorney

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

Deputy City Clerk

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

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

Agreement Number: C-127056