

November 27, 2018

**LOS ANGELES FIRE DEPARTMENT**

**RALPH M. TERRAZAS**  
FIRE CHIEF

November 13, 2018

BOARD OF FIRE COMMISSIONERS  
FILE NO. 18-132

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND 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 Withdrawn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 City of Los Angeles (City) entered into Agreement C-127056 with Mr. Garvin for a one-year term, with two one-year renewal options, and a total maximum compensation of \$20,000.

On June 6, 2017, through a First Supplemental Agreement, the City exercised the first renewal option to extend the term through February 15, 2018, and increase the total maximum compensation to \$50,000.

On March 12, 2018, through a First Amendment, the City exercised the second renewal option to extend the term through February 15, 2019, and increase the total maximum compensation to \$75,000.

The LAFD is currently in the process of preparing a RFQ for forensic photographer services. Because the RFQ process will not be completed by February 15, 2019, the LAFD desires to extend the term of Agreement C-127056 until a contractor is selected through this process in order to provide the Department with the continuous service of an on-call, as-needed, forensic photographer.

The LAFD proposes in this Second Amendment to Agreement C-127056 to extend the term of the Agreement through February 15, 2020 and to increase the total maximum compensation amount from \$75,000 to \$100,000.

## **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement C-127056 between the City and Harry Garvin for forensic photographer services.
2. Transmit the Second Amendment to Agreement C-127056 to the Mayor in accordance with Executive Directive 3, and to the City Council for approval.
3. Request the City Council, subject to approval of the Mayor, approve the Second Amendment to Agreement C-127056 for the period of February 16, 2016 through February 15, 2020.

## **FISCAL IMPACT**

The Los Angeles Fire Department has identified funds in its FY 2018-19 Contractual Services Account to cover expenses related to this Agreement.

Board report prepared by Lauren Nakasuji, Senior Management Analyst I,  
Administrative Services Bureau.

Attachment

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

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

**WHEREAS**, on June 7, 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**, on March 12, 2018, the parties entered into a First Amendment to Agreement No. C-127056, wherein the parties agreed to exercise the second of two (2) one-year options, and extended the Agreement from February 16, 2016 through February 15, 2019, and increase the maximum compensation amount to seventy-five thousand dollars (\$75,000); and

**WHEREAS**, the City, through the LAFD, is in the process of preparing a Request for Qualifications (RFQ) for forensic photographer services; and

**WHEREAS**, until the City enters into a new agreement for forensic photographer services through the RFQ process, the CITY desires in this Second Amendment to extend the term of Agreement No. C-127056 from February 16, 2016 through February 15, 2020, and to increase the total maximum compensation amount not to exceed one hundred thousand dollars (\$100,000).

**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 shall commence on February 16, 2016 and shall end on February 15, 2020, unless terminated as provided elsewhere in this Agreement or extended by written amendment.

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 One Hundred Thousand Dollars (\$100,000). The execution of an agreement between the LAFD and the CONTRACTOR is not a guarantee of work.

3. Except as amended by this Second Amendment, all other provisions of Agreement C-127056 shall remain in full force and effect.

(Signature Page to Follow)

IN WINESS 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: \_\_\_\_\_

Kimberly D. Miera  
Deputy City Attorney

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

Deputy City Clerk

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

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

Agreement Number: C-127056-2