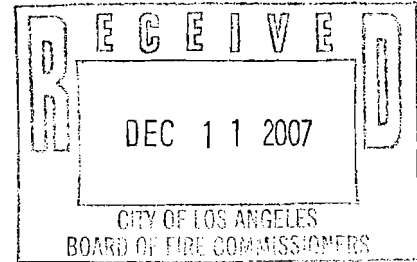


DEC 18 2007

# LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY  
FIRE CHIEF



December 10, 2007

BOARD OF FIRE COMMISSIONERS  
FILE NO. 07-144

TO: Board of Fire Commissioners  
FROM: Douglas L. Barry, Fire Chief *DLB*  
SUBJECT: **COURT REPORTER SERVICES CONTRACT**

|               |                                   |   |                                    |
|---------------|-----------------------------------|---|------------------------------------|
| 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 Withdrawn |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     |

**Recommendations:** That the Board:

1. Subject to the approval of the Mayor, authorize the Fire Chief to enter into a contract with Lynden J. and Associates to perform court reporter services as-needed, and;
2. Instruct the Board Office to forward this agreement to the Mayor's Office in accordance with Executive Directive No. 3.

**Summary:** The Los Angeles Fire Department is mandated by the Los Angeles City Charter (LACC) to have Board of Rights Hearings transcribed by a court reporter. The Los Angeles Fire Department utilizes court reporter services on a regular, though in-frequent, basis to document primarily in Board of Right's hearings, and other meetings, as may be required by the Department.

The use of court reporter services may vary from year-to-year, and range in price between \$17,000 and \$25,000, in any given year, depending on the type, complexity, and frequency of the hearings and meetings.

The Fire Department, faced with an immediate need for court reporter services, identified a contract managed by the Los Angeles Police Department with the same scope of services the LAFD requires to meet the needs of the Department. The LAFD, desires to "piggy-back" off the In accordance with the policies of the City of Los Angeles, the LAFD has reviewed the files provided by the Los Angeles Police Department (LAPD) and determined that the LAPD did follow the established procedures required of City Department's to award contracts through a competitive bid process, as defined in the Los Angeles City Charter and Administrative Code.

The LAPD forwarded their recommendation to award a contract to Lynden J. and Associates to the Board of police Commissioners on August 11, 2006 (BFP 05-0274), which was approved, and forwarded to and subsequently approved by the Mayor and City Council.

The LAFD has completed the contracting requirements to review the actions of the LAPD in their award of contract, issued its own notices of intent to contract, and sought the recommendations of the Office of the City Administrative Officer and Personnel Department in accordance with Section 1022 of the Los Angeles City Charter. Additionally, the LAFD has identified and included all the legislative requirements and standard provisions required in this contract. Lastly, this contract has been reviewed by the Office of the City Attorney as to legality and form.

**Fiscal Impact:** This contract does not obligate the Fire Department to expend any funds, as services are provided only on an as-requested basis. The total amount authorized for this service in FY2007-08, is \$25,000, which is budgeted in the Fire Department's Contractual Services (3040) account.

**Conclusion:** The LAFD requires court reporter services to document the proceedings of its Board of Rights Hearings. It is not feasible to hire employees to perform this work as the duration and amount of work is not sufficient to retain a regular employee for this purpose. This contract is essential to the operations of the LAFD during Board of Rights Hearings.

Board report prepared by William Jones, Senior Management Analyst II, of the Administrative Services Bureau.

Attachment

**PROFESSIONAL SERVICES AGREEMENT**

Contractor: LYNDEN J. AND ASSOCIATES INC.

Regarding: Court Reporter Services for the  
Los Angeles Fire Department

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

## **Professional Services Agreement**

### **COURT REPORTER SERVICES**

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Attachment A – Fee Schedule  
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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE LOS ANGELES FIRE DEPARTMENT  
AND  
LYNDEN J. AND ASSOCIATES INC.  
  
FOR COURT REPORTER SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as the "Department"), and Lynden J. And Associates, Inc., a California corporation (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, the City desires to utilize the services of a court reporter agency to record administrative disciplinary proceedings for the Department's sworn employees, meetings of the Board of Fire Commissioners and its subcommittees, as needed, and during criminal and administrative investigations to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

**WHEREAS**, in October 6, 2005, the City issued a Request for Proposals (RFP) seeking qualified firms to perform the above-referenced court reporter services; and

**WHEREAS**, Contractor submitted an acceptable Proposal in accordance with the City's requirements; and

**WHEREAS**, the City reviewed Contractor's Proposal, found it to be most satisfactory in response to the services needed by the City, and determined that Contractor has the experience and qualifications to provide the type and level of service required by the City.

**WHEREAS**, the parties hereto wish to enter into an Agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

**NOW THEREFORE**, in consideration of the promises, representations, covenants and agreements set forth herein, the parties represent, covenant and agree as follows:

## **1.0 Representatives of the Parties and Service of Notices**

### **1.1 Parties to the Agreement**

The parties to this Agreement are:

- a. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.
- b. Contractor – Lynden J. And Associates Inc., having its principal address at 207 W. 20<sup>th</sup> Street, Santa Ana California 92706.

### **1.2 Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- a. The City's representative is, unless otherwise stated in the Agreement:

Douglas L. Barry, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, Room 1800  
Los Angeles, California 90012

With copies to:

Los Angeles Fire Department  
Operations Commander  
200 North Main Street, Room 1890  
Los Angeles, California 90012  
Phone Number: (213) 978-3855  
Facsimile Number: (213) 978-3817

- b. Contractor's representative is, unless otherwise stated in the Agreement:

Lowell Glover, President  
Lynden J. And Associates Inc.  
207 W. 20<sup>th</sup> Street  
Santa Ana, California 92701  
Phone Number: 310-268-0062  
Phone Number: 800-972-3376  
Facsimile Number: 714-542-8025

### **1.3 Formal Notices**

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by

registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given in accord with this Section, within five working days of said change.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on October 1, 2007, and shall end on June 30, 2008, for a maximum amount of \$20,474.00, subject to the termination provisions herein.

This agreement may be extended, in writing, at the sole discretion of the Fire Chief, up to two (2) additional six (6) month periods.

If additional funds are appropriated for this agreement, the Fire Chief will notify the Contractor in writing.

No work may be performed beyond the original term of this agreement without the expressed written permission of the Fire Chief, extending the agreement and acknowledging additional appropriated funds.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement.

## **3.0 SERVICES TO BE PROVIDED**

**3.1** Contractor shall provide court reporter services to the Department's Board of Fire Commissioners and Operations Bureau; and will provide court reporter, transcribing services and foreign language interpretation, translation (predominantly Spanish) to those entities as needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.

**3.2** Contractor shall be required to provide the following services on an as-needed basis:

- a) Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as Twenty four (24) hours notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform audio format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- b) Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings, and meetings, unless a qualified hearing

reporter is specifically requested by the Department. Contractor shall ensure that at the minimum, only qualified transcribers, interpreters and translators are provided for other contract related work. Contractor must receive Department approval prior to using sub-contractors with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work.

Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreter (CCI) for the subcontracted interpretation services and translation services for transcription work, unless a qualified interpreter is specifically requested by the Department. The Department may submit request for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.

- c) Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.
- d) Contractor shall ensure that its reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if Contractor cancels a confirmed scheduled appointment within twenty-four hours of when the hearing or meeting is to commence. Such expenses may include, but not be limited to, the cost of the per diem payment to a civilian board member, which is at least \$900 a day per board hearing.
- e) Contractor shall provide reporter service as needed, during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule attached hereto as Attachment A and incorporated herein, for time after 5:00 p.m.

A full day's per diem compensation rate is to be based on a total of eight hours of work; a half-day's per diem compensation rate is to be based on a total of four hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.



- f) Contractor shall confirm all scheduled work no less than twenty-four hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the proceeding Friday.
- g) Contractor shall verify with the Department all requests for transcripts prior to transcription.
- h) Contractor shall provide a completed transcript within fifteen calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript and an American Standard Code for Information Interchange (ASCII) disk within twenty-four hours of the request. A completed expedited transcript is to be provided within seven calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within 48 hours, subject to the approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default and may require Contractor to pay \$100 for each day the completion of the work assignment is delayed.

A completed transcript may include the following services:

- 1) Certification of transcript.
  - 2) Condensed transcript and concordance.
  - 3) Copy of final transcript document on 3 ½" computer disk, CD-ROM or in a format approved by the Department.
  - 4) Preparation of all transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473.
  - 5) Submission of all transcripts with the original and one copy suitably bound using a professional binding machine.
  - 6) Proofreading of all transcripts prior to submission, with all transcripts free of spelling and typographical errors.
- i) Contractor will provide at no additional charge to the City the following services:
    - a) Mileage to and from the work site
    - b) Reporter waiting time
    - c) Certifying or notarizing of transcript
    - d) Condensed transcripts
    - e) Transcripts on computer disk or CD ROM
  - k) Contractor shall prepare the Board of Rights Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.

- l) Contractor shall prepare the transcript of Board of Rights (BOR) rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four hours from the conclusion of the hearing.
- m) Contractor shall deliver any and all completed transcripts requested by the Department's Operations Bureau Commander by courier at no charge to the Department. Board of Rights Transcripts requested by Risk Management Group are exempted from this requirement. The Department will reimburse Contractor for courier fees for all BOR Rationales and expedited transcripts only.

Fees for handling charges includes offset the costs for shipping United Parcel Service (UPS), shipping materials, packaging, binding materials, clerical tracking, invoicing, computer inputting, offsets for maintenance of coping, binding and shipping equipment and/or transcript paper offsets and will be paid based on the Fee Schedule.

Charges for Transcription from CD per CD hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio and video transcriptions rate per page of the Fee Schedule.

Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- n) All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- o) All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- p) Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- q) Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- r) Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.

## **4.0 COMPENSATION AND METHOD OF PAYMENT**

### **4.1 Compensation**

- a) Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- b) Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- c) The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed \$20,474 in the initial term of this agreement. Any extension of this agreement shall be accompanied by a letter from the Fire Chief indicating an additional appropriation of funds has been made available for the extension period. This maximum amount of compensation per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.
- d) Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

### **4.2 Method of Payment**

#### **a. Invoices**

For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment A –(Fee Schedule) and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:

- 1. Date of invoice
- 2. Invoice number
- 3. Agreement number
- 4. Description of services, including, but not limited to:
  - a) Date of Assignment
  - b) Name of Court Reporter
  - c) Name of Accused (BOR only) or Case Name
  - d) Box File (BF) Number (BOR only)
  - e) Complaint Form (CF) Number (BOR only)
- 5. Number of Pages and Rate for Transcript
- 6. Number of Pages and Rate for Rationale
- 7. Amount of invoice
- 8. Total amount payable

9. For Tape Transcription Requests, indicate:
    - a) Requestor
    - b) Complaint Form (CF) Number
    - c) Number of Pages and Rate for Transcript
    - d) Tape Number
    - e) Job Number
  10. For Translation/Interpretation Request, indicate:
    - f) Requestor
    - g) Complaint Form (CF) Number
    - h) Number of Pages and Rate for Translation
    - i) Foreign Language
    - j) Job Number
- b. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.
- c. Invoices and supporting documentation shall be prepared at the expense and responsibility of Contractor. The City will not compensate contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.
- Tasks completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.
- d. ***Failure to adhere to these policies may result in nonpayment Failure or non-approval of demands, pursuant to Charter Section 262(a),*** which requires the Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment receive by any City office or department, and approve demands before they are drawn on the Treasury. Contractor must notify the Department within 10 days when eighty percent (80%) of the maximum compensation has been reached for the current fiscal year. Said notice must be sent to the address listed in Section 4.2(e) of this agreement.
- e. General Requirements for Invoices and Notices

**Fire Department**

All correspondence, notices and invoices for work performed for the Los Angeles Fire Department will be sent to:

Los Angeles Fire Department  
Operations Commander  
200 North Main Street, Room 1890  
Los Angeles, California 90012

## **5.0 RETENTION OF RECORDS**

- 5.1** Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.
- 5.2** Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

## **6.0 STANDARD PROVISIONS**

- 6.1.** Standard Provisions for City Contracts  
Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/03), attached hereto as Appendix A and incorporated herein.
- 6.2** Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses  
Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintains valid licenses and permits required to perform the services described herein.
- 6.3** Compliance with Statutes and Regulations  
  
Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

## 7.0 TERMINATION

### 7.1 Termination for City's Convenience

The City may terminate this Agreement for City's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur additional obligations, costs or expenses, except as maybe reasonably necessary to terminate its activities. The City shall pay Contractors its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination. Thereafter, Contractor shall have no further claims against the City under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become City property upon date of such termination.

### 7.2 Termination for Breach of Agreement

- a. If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance or this Agreement, the City may give Contractor written notice of such default. If contractor does not cure such default, or provide a plan to cure such default, which is acceptable to the City, within time permitted by the City, then the City may terminate this Agreement due to Contractor's breach of this Agreement.
- b. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.
- c. If Contractor engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.
- d. In the event City terminates this Agreement as provided in this Article, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited, any excess costs of such services.
- e. All finished or unfinished documents and materials produced or procured under this Agreement shall become City property upon date of such termination.
- f. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that Contractor was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the preceding section in this Article, titled "Termination for City's Convenience".

g. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

In the event of termination of this Agreement due to default by Contractor, the City may avail itself of all rights and remedies at law or equity. In the event of termination of this Agreement for the City's convenience, Contractor shall be compensated for the work completed up to the effective date of termination.

## **8.0 SUBCONTRACTORS**

The parties understand that the court reporters that will be assigned under this Agreement are subcontractors to Contractor. Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

## **9.0 CONFIDENTIALITY AND OWNERSHIP**

### **9.1 Ownership**

Contractor acknowledges and agrees that all materials created in the course of providing the services described in Section 3.0 are being developed by Contractor for the sole and exclusive use of the City and that the City will be deemed the sole and exclusive owner of all right, title, and interest therein. Such materials will be considered as "work made for hire" (as such are defined under the U.S. Copyright Laws) and, as such, will be owned by and for the benefit of the City. Contractor may not use or otherwise make public in any manner, either for profit or not for profit, and of the information or documentation without the prior written consent of the City.

In the event that it should be determined that any of such materials does not qualify as a "work made for hire", Contractor shall and hereby does assign to the City for no additional consideration, all right, title, and interest that it may possess in such materials, including, but not limited to, all copyright and other intellectual property rights relating thereto.

### **9.2 Confidentiality**

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment B.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency

information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at the Los Angeles Fire Department facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of this Agreement.

### **9.3 Crime Control Act of 1973**

The term "title" means Crime Control Act of 1973, Title 1 - Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 - Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed \$10,000 in addition to any other penalty imposed by law.



#### **9.4 Requirements Apply to All Subcontractors**

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

#### **9.5 Continued Requirements**

The requirements of this Section 10.0 survive after termination of this Agreement.

#### **9.6 Ambiguity**

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.

### **10.0 ENTIRE AGREEMENT**

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

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

[Signature page follows.]

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

**THE CITY OF LOS ANGELES**

**LYNDEN J. AND ASSOCIATES INC.**

By \_\_\_\_\_  
DOUGLAS L. BARRY  
Fire Chief

By \_\_\_\_\_  
LOWELL GLOVER  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**  
ROCKARD J. DELGADILLO,  
City Attorney

By \_\_\_\_\_  
LYNDEN GLOVER  
Vice President

Date \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
LAUREL L. LIGHTNER  
Deputy City Attorney

Date \_\_\_\_\_

**ATTEST:**

FRANK T. MARTINEZ, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

City Business License Number 0052-029934

Internal Revenue Service Taxpayer Identification Number 95-4203096

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