

**CONSULTANT AGREEMENT BETWEEN KENNEDY COURT REPORTERS, INC.
AND THE CITY OF SANTA ANA FOR COURT REPORTING
AND TRANSCRIPTION SERVICES**

THIS AGREEMENT is made and entered into on this 16th day of July, 2024, by and between Kennedy Court Reporters, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On February 29, 2024, the City issued Request for Proposal (“RFP”) No. 24-034 seeking to retain a consultant having special skill and knowledge in the field of court reporting and transcription services for the City’s Human Resources Department.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide such services described in the Scope of Work that was included in RFP No. 24-034.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described in the “Scope of Services,” attached hereto and incorporated herein by reference as **Exhibit A**, and as further described in “Consultant’s Proposal,” attached hereto and incorporated herein by reference as **Exhibit B**.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in “Consultant’s Fee Proposal,” attached hereto and incorporated herein by this reference as **Exhibit C**. Consultant is one of two (2) separate consultants selected to provide services on an on-call basis under RFP 24-034. The total compensation for services provided by all consultants selected under RFP 24-034 shall not exceed the shared aggregate amount of \$250,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 16, 2024 and terminate on July 15, 2027, with the option for the City to grant up to two (2), one (1) year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall also require any subcontractors, to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Consultant.

Minimum Scope and Limit of Insurance:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
- **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with limits no less than \$1,000,000 combined single limits.
- **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident, policy or employee, for bodily injury or disease.
- **Professional Liability Insurance:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
- If Consultant maintains broader coverage and/or higher limits than the minimum requirements for each line of coverage shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions. The above required insurance policies are to contain or be endorsed to contain the following provisions:

- City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Consultant’s CGL, Professional Liability, and Automobile Liability policies, with respect to any liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
- Consultant’s Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.
- For any claims related to this contract, Consultant’s insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
- A severability of interest provision must apply for all the additional insureds, ensuring that Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

- Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
- Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, 20 Civic Center Plaza, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

Verification of Coverage. Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity

shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Human Resources
City of Santa Ana

20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Matthew Kennedy
Vice President
Kennedy Court Reporters, Inc.
920 W. 17th Street, Suite E
Santa Ana, California 92706

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on following page]

**SIGNATURE PAGE FOR CONSULTANT AGREEMENT BETWEEN KENNEDY
COURT REPORTERS, INC. AND THE CITY OF SANTA ANA FOR COURT
REPORTING AND TRANSCRIPTION SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first
above written.

ATTEST

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

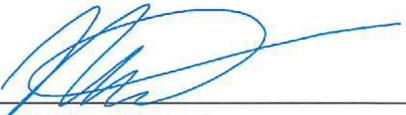
Alvaro Nunez
Acting City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: 

Jonathan T. Martinez
Assistant City Attorney



By: Matthew Kennedy
Title: Vice President

RECOMMENDED FOR APPROVAL:



Lori Schnaider
Executive Director
Human Resources

EXHIBIT A

SCOPE OF SERVICES



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

Proposer(s) shall perform the services as set forth below.

A. General Description

The City of Santa Ana ("City") seeks proposals from court reporting agencies to provide court reporting and transcription services for the City of Santa Ana Personnel Board (Board) Hearings. The Board hears employee appeals regarding discipline. The Board's appellate review is a full evidentiary hearing wherein the Board applies its independent judgement to the law, the facts, and to the arguments presented in each case. The Personnel Board meets as needed to hear these appeals. Presently, hearings are conducted in person in the evenings, and are scheduled as needed.

The scope of work includes, but is not limited to, the following court reporting services during hearings:

B. Availability

Selected firms must have the sufficient staff to provide the City with court reporters during evening hours.

C. Certified Reporter

Selected firms must provide certified shorthand reporters ("CSRs"). The CSRs must be able to provide proof of their certification prior to the hearing for which they are providing services.

D. Professional Ability

CSRs, provided by selected firms, must be able to accurately keep pace with all persons speaking during hearings and accurately identify the parties speaking. CSRs must be equipped to provide real-time services and recounts during hearings.

E. Promptness

CSRs, provided by selected firms, must be on time for all hearing proceedings. Specifically, CSRs must plan to be present, in the location of the hearing (with all necessary equipment setup), no less than 10 minutes before the scheduled start time of the hearing.

F. Confirmation of Appointment

Selected firms must notify the City of the placement of the CSR three business days prior to the scheduled hearing date. If the firm cannot place a CSR they must communicate with the City until they receive acknowledgement that a CSR was not scheduled for the hearing.

G. Completed Transcript – Certified Copy and Original – Sealed Copy

The firm shall provide an electronic copy within 14 calendar days. As such, the selected firm agrees to hold a copy of the transcript for a minimum of one year after the conclusion of the hearing. A completed transcript must include: (1) certification of original transcript and one copy; (2) condensed transcript ("mini"); and (3) word index. The original transcript must be delivered to the requesting agency no later than 14 calendar days from when it is prepared.



CITY OF SANTA ANA

H. Format of Transcripts

All hearing transcripts shall be prepared and submitted to the City in PDF format, or if requested on 25-line numbered paper. All hearing transcripts shall be proofread and free of spelling errors prior to submission to the City and should include the CSR's signed certification page. Each hearing exhibit shall have a unique and sequential exhibit name or number.

I. Expedited and/or Rough Transcripts

When requested, selected firms must provide an expedited rough transcript within as little as 24 hours, up to one week..

J. Invoices for Services

Selected firms must prepare an invoice for each hearing conducted in accordance with Exhibit II of the Professional Services Agreement. For expedited work, the invoice must state the name of the person who made the request, time and date of the expedited request. In addition, all invoices must state the date of the hearing, the name of the Personnel Board Secretary, the property address, Personnel Board case number and the appellant's name.

K. Reproduction Activity

Selected firms must have the ability to reproduce photos, drawings, charts, and graphs used in hearings. The firm must safeguard original exhibits provided by the hearing secretary so as to return them in their original condition and sequences.

L. Billing

The City shall not pay for costs that do not comply with the fee schedule listed on Attachment A-2. Services for which there is no additional charge are specified below:

Services for which there is no additional charge include, but may not be limited to, the following:

- a. Handling, processing or administrative fees
- b. Certification fees
- c. Parking
- d. Delivery of certified, expedited transcript via email
- e. Word indexing (included in per page transcript fee)
- f. Attachment and handling of original exhibits (but not scanning or copying)
- g. Notary fee
- h. Wait time less than 30 minutes
- i. Travel time
- j. Mileage
- k. Administration of oath
- l. Telephone or Zoom reporting
- m. Cancellation of court reporter and or videographer services up until 4:00PM the day before a scheduled assignment

EXHIBIT B

CONSULTANT'S PROPOSAL



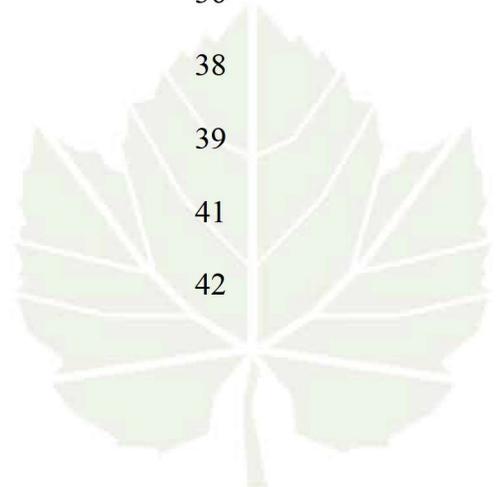
Kennedy
COURT REPORTERS, INC.

Main Office

Orange County
920 W 17th Street
Second Floor
Santa Ana, CA 92706
714.835.0366

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Kennedy
COURT REPORTERS, INC.

Main Office

Orange County
920 W 17th Street
Second Floor
Santa Ana, CA 92706
714.835.0366

March 25, 2024

City of Santa Ana
Human Resources
20 Civic Center Plaza
Santa Ana, CA 92701
Attn: Lori Schnaider, Human Resources Operations Manager
LSchnaider@santa-ana.org; CC MOrnelas@santa-ana.org

Re: RFP No. 24-034

Dear Lori Schnaider, HR Operations Manager:

Kennedy Court Reporters, Inc. appreciates having the opportunity to respond with a proposal to the Proposal as referenced above. We are certain we have a great selection of Certified Shorthand Court Reporters, transcribers, and office staff that can meet all the needs and requirements as set forth in this RFP.

Our mailing address is:

Kennedy Court Reporters, Inc.
Wellington Square
920 West Seventeenth Street, Suite E
Santa Ana, California 92706
1 (800) 231-2682 or (714) 835-0366

The individuals primarily responsible for managing the performance of the services requested in this proposal are Mrs. Lori Odell Kennedy, President and Mr. Matthew G Kennedy, Vice President. We can be reached at the Orange County office by telephone at (800) 231-2682. Our legal business status is an S Corporation and we are the individuals that will be negotiating with the City of Santa Ana with respect to this RFP as well as any subsequently awarded contract. Our Tax I.D. No. 95-3817218. Seller's Permit No. 103-127985. California Corporation No. C1170249.

Attached you will find all the information requested in the RFP. If we can be of further assistance to you, please contact our offices.

Sincerely,

Matthew Kennedy
Vice President



DESCRIPTION OF FIRM

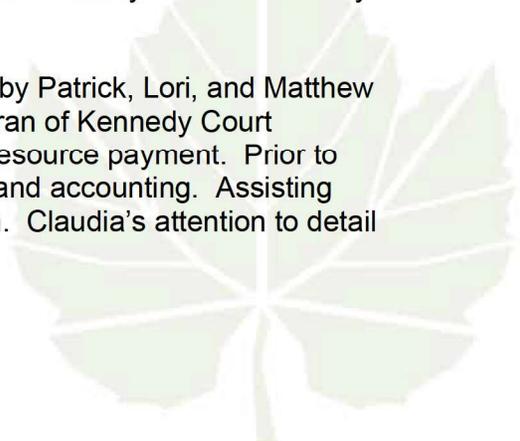
Kennedy Court Reporters was established in 1976 by Lori Odell Kennedy. Its board consists of Lori Kennedy, President; Patrick Kennedy, Secretary-Treasurer; and Matthew Kennedy, Vice-President. Registered as an S-Corporation as of March 3, 1983, its FEIN is 95-3817218. Its California Seller's Permit Number is 103-127982, and CA Small Business Certification Number 23063. Lori Kennedy has been a Certified Shorthand Reporter since 1976 and has expertise in virtually every facet of the court reporting industry. Patrick Kennedy has extensive experience in contract management, legal video services, data retention, along with invoicing and billing. He is also a certified LiveNote Trainer. Finally, Matthew Kennedy has been a Certified Shorthand Reporter since 2013 and has extensive experience both as a court reporter and legal videographer, remote video specialist, proofer, scopist, contract analyst, technical advisor, and day-to-day operations manager. KCR's headquarters is located in Santa Ana, California, and focusses its business growth in the California market; however, with current technology and resources, we are able to obtain coverage across the nation be it for conference rooms, court reporters, videographers, or translators.

KCR's staff is comprised of 12 individuals. All staff members are paid at or higher than LWO requirements.

Our Calendar Department consists of Cathy Carlson and Kelly Powell. Cathy has been involved in the court reporting industry for over 25 years, rising from a production clerk to an office manager for various firms prior to her employment with KCR. Kelly has extensive experience as a data analyst and customer service representative for a number large-scale organizations prior to coming on board. Kelly is also attending South Coast College to one day become a full fledged CSR. Both have a keen eye for detail, customer service, and expedience. Matthew Kennedy oversees all calendar and scheduling operations in addition to his corporate management workload.

The Production Department is overseen by Matthew Kennedy, with Karen Sterling as the day-to-day managerial contact in the department. Karen's credentials include attending South Coast College for a number of years in pursuit of obtaining her own CSR license before eventually joining Kennedy Court Reporters as a Production Associate and rising to a lead position. She is joined by David Alvarado, Daisy Reyna, Tiffany Flores, and Jennifer Castro. David comes from the banking industry and brings with him a keen eye for detail as well as majoring in political science at Vanguard University. Daisy Reyna is currently enrolled in a court reporting program through Cypress College, has taken all necessary academic prerequisites and will soon be able to sit for the state test. Karen, Tiffany, and Daisy bring the knowledge and experience of having navigated court reporting school to the Production Department. Tiffany has experience in our very own Calendar Department, had previously worked in the tax preparation industry, is attending court reporting school, and a keen eye for detail in everything she does. Lastly, Jenny Castro boasts experience in both our Calendar and Production departments, having been trained on the job for virtually every task with production and can assist with Calendar on days when demand is heavy. She is currently in school to finish her bachelor's degree.

Our Billing and Accounting Department is overseen by Patrick, Lori, and Matthew Kennedy. The day-to-day managing contact is Rose Bliss, a veteran of Kennedy Court Reporters since 1991. Rose is the lead on invoicing, billing, and resource payment. Prior to being hired on at KCR, Rose had a strong background in finance and accounting. Assisting her is Claudia Martinez, previously an office manager at a law firm. Claudia's attention to detail



and ability to multitask makes her an incredible asset at KCR. She handles any pre-billing, estimate request, transcript orders, and collections.

Finally, our Media and Technical Assistance Department is overseen by Matthew Kennedy. The day-to-day contact for the department is Will J. Morrison. Will has set up and managed computer systems at multiple businesses before arriving at KCR. He has close family ties to the field of journalism and film production and has intimate knowledge of how to produce legal video, cloud delivery, video synchronization, and hybrid/remote proceedings. Will has trained and functioned as a Videoconferencing/Zoom Host to handle exhibits for attorneys, field technical assistance questions, and created an overall smoother experience for the parties, especially during a time of great transition when the COVID-19 pandemic first hit.

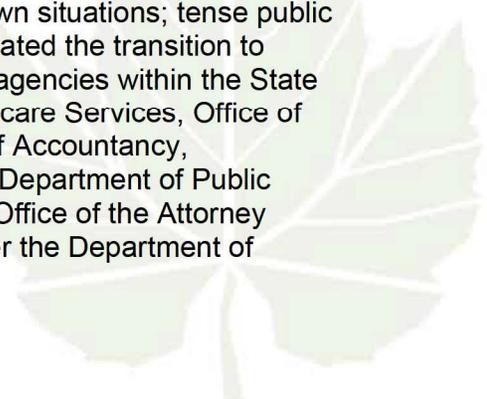
All staff members project to be available for 100% of the contract period.

Kennedy Court Reporters, Inc. offices are located at 920 West 17th Street, 2nd Floor, Santa Ana, California, 92706. Two conference rooms are available free of charge at the headquarter location. Both rooms come with videoconferencing and teleconferencing equipment. Please see attachment "**Locations**" for a comprehensive list of available conference space and business locations throughout the State. All networked conference rooms can be setup with videoconferencing equipment on request.

Our standard business hours are 8:00 a.m. to 5:00 p.m. Pacific Standard Time. Any e-mail or phone communication outside of normal business hours is checked by the respective team periodically for cancellations, last-minute settings, or other time-sensitive requests. For urgent matters, we have an option on our phone prompt for emergencies where any message left on that voicemail is immediately forwarded to Matthew Kennedy for attention. Non-emergent messages are checked as early as 5:30 a.m. the next morning. For truly last-minute settings, our Calendar Department maintains at least one reporter on standby in case the need arises. This helps us meet the needs of our client for when an emergency pops up or perhaps a setting was never made in the first place.

We use the latest copiers, scanners, and printers for the purpose of transcript production as well as exhibit and document reproduction and archiving. All digital exhibits are stamped and archived to a secure on-site server as well as our HIPAA-compliant cloud storage prior to their final print & attachment to the transcript. Physical or printed exhibits are stamped by the reporter prior to being scanned at the highest resolution/color profile needed to maintain same the quality and image detail as on the original. These exhibits never leave KCR's offices unless a large-format print or scan is requested, at which point one of our production staff members will personally escort the documents off-site for special printing and scanning services. For on-site scanning and copying services such as for patient files at a doctor's office, KCR contracts with reprographics companies specializing in that area.

With over 45 years of experience as a court reporting contractor for federal, state, municipal governmental agencies, Kennedy Court Reporters is intimately familiar with the level of skill, detail, and responsiveness needed to not only meet our clients' needs, but be an asset to them when it comes to any facet of the court reporting industry. Our reporters have been with deputy city attorneys on prison depositions during lock-down situations; tense public hearings or meetings where security has had to intervene; and navigated the transition to remote and hybrid work when the need arose. Our experience with agencies within the State include the Department of Industrial Relations, Department of Healthcare Services, Office of Administrative Hearings, Alcoholic Beverage Control Board, Board of Accountancy, CalRecycle, Department of Conservation, Department of Insurance, Department of Public Health, Department of Managed Healthcare, Office of Tax Appeals, Office of the Attorney General, and dozens of other Boards and Departments that fall under the Department of Consumer Affairs.



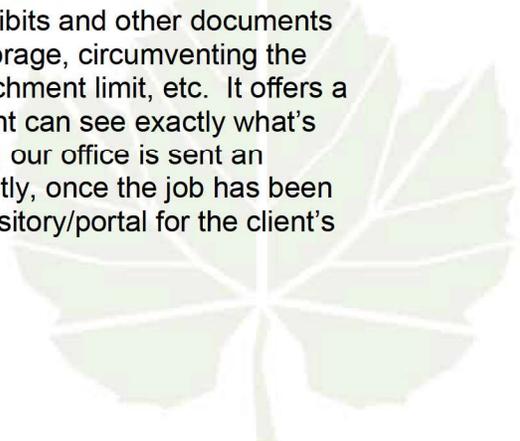
Company Information – Systems

Scheduling: Each job scheduled with Kennedy Court Reporters goes through a process of detailed confirmation from the initial scheduling until its termination. Upon receiving a Notice of Deposition, Notice of Hearing, or other form of job scheduling, our calendar clerks compile all information into our secure database and corresponding application, linking the job to an existing case, attorney, or creating a new entry if necessary. Once the job is initially input, it then goes through a quality control process to ensure the details of the job are correct as entered. After QC, a Scheduled Job Confirmation is e-mailed to the setting party (secretary, attorney, or paralegal) to give the opportunity to change any of the entries or make corrections to the setting. Lastly, first thing on the business day prior to the job date, a Job Confirmation is e-mailed to the setting party. If no affirmative response is given, efforts are made via phone, additional e-mail, or through alternate contacts to try and ascertain confirmation. If no confirmation can be ascertained and no cancellation has been formally requested, the assigned resource is advised but still instructed to appear at the scheduled time and place.

Scheduling can be done via phone, e-mail, website form, or online portal. With the portal, clients have the option to create a new job setting, edit or cancel a previous setting, look up transcripts, invoices, or other related documents. Additionally, when given the organizational structure of any division, we can ensure that any legal secretary or paralegal has access to their attorney's settings and vice versa so that the attorney can see any job setting/invoice/document that their team has entered into the system. This is crucial for the team's communication and ensures there is no double-booking, especially when one party is out sick or on vacation. The online portal is encrypted and user-specific. We maintain logs of data access and receive alerts if the data has been breached.

For Transcription services, each requesting contact (paralegal/secretary/attorney) is assigned a secured shared folder with KCR. Once an initial request is made, that contact *always* has access to their shared folder with KCR. There are no size limitations to the uploads with this folder, making it possible for large video or audio files to be shared easily. Contacts are instructed to fill out an Audio Order Form, detailing any speaker IDs, specific spellings, and/or detailed requests pertaining to the uploaded media. Once both the media is uploaded and the Audio Order Form is submitted to Calendar@Kennedycr.com, our calendar department finds and assigns the request to the appropriate resource.

Exhibit Management: All exhibits for depositions or other proceedings where KCR possesses the exhibit are stamped either digitally or physically by the court reporter, scanned into our secure server, and attached to the corresponding transcript with hyperlinking. This enables the reader to simply click on the hyperlinked word (Exhibit 1), and the corresponding exhibit would open in the default PDF reader. It also ensures that exhibits aren't lost or separated from the digital file since all the exhibits are saved as a part of the transcript PDF. As far as retention, Exhibits are backed up to our HIPAA-compliant cloud storage along with our own on-site HIPAA-compliant secure server. Logs are maintained of data access and protocols are routinely updated to prevent security breaches. Exhibits and other documents can be sent to KCR via a Box.com shared folder with unlimited storage, circumventing the issue of trying to e-mail too many exhibits and going over the attachment limit, etc. It offers a cleaner, more transparent solution to file sharing whereby the client can see exactly what's been uploaded and when. As soon as an upload has taken place, our office is sent an automatic notification for the appropriate action to take place. Lastly, once the job has been finalized and produced, all exhibits are uploaded to the client repository/portal for the client's future access.



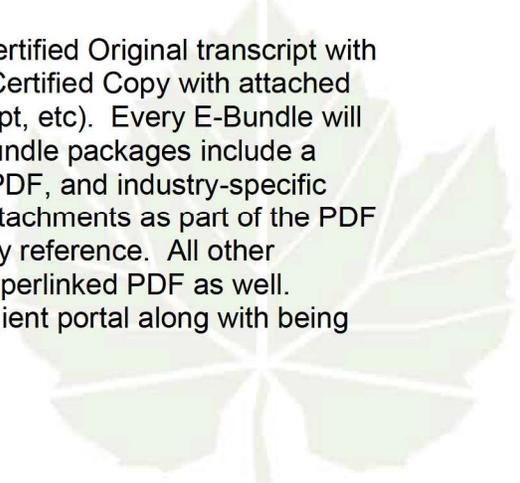
Video & Synchronization: All original video depositions or other video assignments are downloaded to our secure on-site server and backed up to the cloud. Once backed up, KCR encodes the video and formats the media to fit on DVDs. Standard delivery is either MPEG-1 or MPEG-4 formats, depending on the software that's intended to be used. All videos are available to be synchronized with the transcript regardless of timing. The end result is a DVD Disc loaded with its own synch software playable on any PC. The software allows for viewing of the synched video against the transcript, clip creation, text highlighting, and video/text scrolling. It also allows the user to output the entire video or individual clips to industry-specific trial presentation programs.

Our videographers are also trained as Zoom/Exhibit Hosts to be able to assist in exhibit presentation on hybrid or remote depositions and proceedings. Further, any remote deposition can be converted into a hybrid deposition with prior notice by sending either a videographer or court reporter with appropriate equipment. We always recommend a videographer for hybrid depositions with more than one person appearing in-person for professional audio quality. For witness-only in-person appearances, we can enable the witness to appear remotely with the appropriate equipment setup and ready to be logged in at the deposition site. Alternatively, the court reporter can bring the appropriate equipment for a single-person appearance with computer and headset.

All of our remote depositions are hosted by Zoom, which asserted itself into the videoconferencing landscape long before the pandemic, but solidified its position once remote work became a necessity. Any security concerns regarding Zoom's platform were quickly addressed, and it could be argued that the only security concerns that were raised were actually due to operator error. All Zoom meetings are both waiting room and password protected, meaning would-be meeting crashers would have to not only guess the right Meeting ID, but also a randomly-generated password. If somehow both of these items are compromised, the meeting host would still have to *admit* the participant from the waiting room into the meeting. Needless to say, we have not had an uninvited guest appear on a meeting since we first began using the platform. Additionally, Zoom offers end-to-end encryption of the meeting, further bolstering its industry-leading position. Finally, Zoom offers services within the platform that come as a third-party integration with other platforms (Teams/WebEx). The Annotation tool within screenshare offers parties the ability to draw or mark on exhibits just as they would if they were passed a document across a conference table. The tools are intuitive enough for the majority of deponents and attorneys to use, and should any question arise, our staff members, videographers, and exhibit hosts are all fully trained and can easily guide the parties in using the tools provided. All Zoom links can be provided prior to the NOD being generated or after, as well as contained within every job confirmation sent.

Transcripts: The primary reason for a court reporter's existence is to be able to create a verbatim record of a proceedings that's certified by the State as a notarized, trustworthy document. As a result, we know that the production of transcript is the primary responsibility undertaken in most job settings.

Standard transcript deliverables include one (1) Certified Original transcript with attached exhibits, word index, and condensed transcript; one (1) Certified Copy with attached exhibits and word index; and an E-Bundle (PDF, ASCII, E-transcript, etc). Every E-Bundle will be burned to a disc sent along with the hard-copy transcript. E-Bundle packages include a standard ASCII, PDF, E-transcript, hyperlinked PDF, condensed PDF, and industry-specific software transcripts. Hyperlinked PDFs contain all exhibits and attachments as part of the PDF and linked to the respective text in the transcript for quick and easy reference. All other industry-specific software transcript formats are attached to the hyperlinked PDF as well. Additionally, all electronic files are e-mailed and uploaded to the client portal along with being shared via cloud to the requesting party at that party's preference.



Each hard copy transcript is bound using VeloBind technology which has proven over the years to be one of the most reliable binding systems with very low failure rates. All transcripts are proofed and put through a quality control process by first the reporter and then KCR prior to production. Finally, our Production Department executes a final QC check of the printed final before packaging & shipping.

Deposition transcripts are produced on a 10-business day or 14-calendar day turnaround. This turnaround would be the base price of a transcript on a per-page basis. Any expedite or rush of a deposition transcript would increase the cost by the percentage indicated in the fee schedule provided in this RFP up to and including same-day delivery. All deposition transcripts are formatted with 25 lines per page according to MTFS (Minimum Transcript Format Standard) guidelines as required by the Court Reporters Board of California.

Superior Court transcripts are typically produced according to LASC's transcript turnaround schedule where 30 days is standard delivery with an option to expedite next day. However, if it is the Department's wish to have Superior Court transcripts delivered in 15 business days, we will ensure that all reporters assigned to report on this contract are aware of that requirement before job assignment. As a standard and practice, we attempt to schedule the same reporter to the same case for as long as possible for continuity. When a conflict arises, we prepare the new reporter with word lists, previous transcripts, speaker IDs, and any other resources available for a seamless transition.

Transcription Transcripts are prepared in the same style and format as Deposition or Hearing transcripts save that the cover information is changed to reflect the difference in proceeding. They use MTFS formats, are punctuated in the same style as other legal transcripts, and delivered in the same formats. Upon request, KCR can provide a Word document, but the standard would be those formats outlined in our DTP section.

Reporters: We have over 45 years of experience working with both the public and private sector, reporting Superior Court trials and hearings, public and administrative hearings, arbitrations, employment hearings, depositions, and scoping meetings. Our shorthand reporters are certified with the State of California and routinely cover a wide range of matters, from the relatively simple cases of workers' compensation and personal injury, to the most complex of technical and medical terminologies in complex multi-party, construction defect, and medical malpractice. Every court reporter used in the performance of this contract will be able to keep pace with normal conversation speed; moreover, every CSR used will be in good standing and certified by the Court Reporter's Board of California to write at up to 200 words per minute with 97.5% accuracy or better. License verification can be done both through the CRB's website or by asking any of our reporters to show proof of certification.

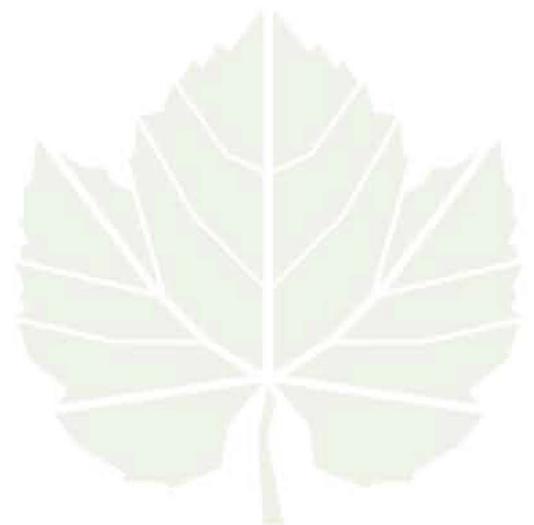
Our experience in reporting hearings and trials has made us familiar with the court locations, hours of operations, filing rules, and filing procedures. All of our Superior Court reporters have had a minimum of three years reporting at LASC, the majority of which are names on LASC's court-approved reporter list. In the event that a court-approved reporter is not available to cover a trial or hearing, one of our many court-experienced reporters can be stipulated in via Stipulation of Official Court Reporter Pro Tempore being filled out and submitted to the clerk prior to the matter. Any reporter used for covering Superior Court matters has the knowledge and ability to provide a real-time stream, be it via LiveNote, CaseView, Bridge, or LiveLitigation. In order to guarantee real-time service though, advanced notice is recommended.

We maintain a pool of no fewer than 40 reporters on whom we can rely and double that on whom we call upon periodically. The majority of our reporters work an average of 3.5 days per week. Due to the diversity of matters reported, they are continually enhancing their reporting skills and learning new terms. All resources who work for Kennedy Court

Reporters are instructed to report to their in-person assignments no less than 30 minutes ahead of the scheduled start time and virtual assignments no less than 15 minutes ahead of the scheduled start time. The reporters will make themselves available to work on weekends, holidays, and off-hours assignments when needed to assist the client. Should a reporter be unable to report due to time constraints, Kennedy Court Reporters will facilitate relieving that reporter with another CSR to ensure a smooth transition and minimal downtime.

The average level of experience of our pool of reporters is that of over 10 years, with many being 20+ years. We have many former-official LASC reporters in our pool along with a bevy of deposition and hearing reporters. Additionally, KCR issues updates to its pool of reporters to keep them in the know on any new legislation passed or industry-specific advancements that they should be taking advantage of. Due diligence checks are performed periodically on reporters' licenses so that we become aware when, if ever, a license becomes revoked or suspended. All reporters who would perform under this contract would be active and in good standing with the CRB.

Interpreters/Translators: KCR *only* uses certified interpreters and translators unless requested otherwise by the client. The interpretation or translated document must stand up in court as accurate, so the experience and accuracy of the resource is of utmost importance. All interpreter and translator resources are verified with the Judicial Council or other certifying body for non-listed languages with the Judicial Council.



EXPERIENCE

As mentioned in *Description of Firm*, KCR has over 45 years of experience as a court reporting contractor for federal, state, municipal governmental agencies, and is intimately familiar with the level of skill, detail, and responsiveness needed to not only meet our clients' needs, but be an asset to them when it comes to any facet of the court reporting industry. Our experience with agencies within the State include the Department of Industrial Relations, Department of Healthcare Services, Office of Administrative Hearings, Alcoholic Beverage Control Board, Board of Accountancy, CalRecycle, Department of Conservation, Department of Insurance, Department of Public Health, Department of Managed Healthcare, Office of Tax Appeals, Office of the Attorney General, and dozens of other Boards and Departments that fall under the Department of Consumer Affairs. Both Department of Healthcare Services and Alcoholic Beverage Control Board require reporters for their hearings and arbitrations, again, involving licensure for the most part.

Since prior to 2003, KCR has been a primary or secondary vendor for the Office of Administrative Hearings, a state office that primarily handles disciplinary matters against licensees for boards under the Department of Consumer Affairs. These hearings are reported live or remotely by a CSR, and difficulty can range from a simple DUI case leading to a license probation or a two-week medical board trial based on a doctor's failure to meet the standard of care over repeated incidents. Often times, a licensure hearing before OAH can be more difficult or intense than many hearings or trials before the Superior Court of California. Our reporters create a record each day, fill out a daily form to document their time and pages wrote for OAH, and preserve the record for a minimum of 7 years and/or until the transcript is ordered by a party. We perform a similar role with the Board of Accountancy, whose hearings are heard before the Boards own panel instead of an OAH judge.

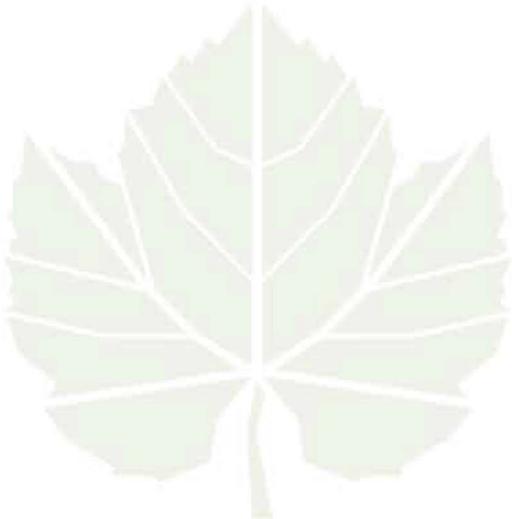
Similarly, KCR has been a reliable vendor for the Department of Industrial Relations in covering their administrative hearings, depositions, investigative interviews, and court hearings and trials. We have covered the aforementioned proceedings *statewide*, especially when other vendors in the region could not cover the assignment for the Department. KCR uses court-approved reporters first in all applicable courts, and only when that list has been exhausted do we turn to non-approved reporters *with experience* who would then need a Stipulation of Reporter Pro Tempore. Whenever DIR has needed conference rooms, videoconferencing setups, or on-site videographers and reporters, KCR been able to assist.

For the Department of Insurance, KCR provides court reporters for public meetings, depositions, and court hearings statewide; though primary usage is for depositions and public meetings. Though they can be challenging, our reporters have captured precise records with multiple speakers on a panel, public speakers, and dense industry-specific terminology.

Office of Tax Appeals conducts tax appeals hearings with both dense industry-specific terminology and multiple speakers that our reporters must edit and format according to their departmental preference so it is in line with their previous transcripts. We work in tandem with their staff reporters to cover their overflow work, ensuring there is no drop-off in quality or appearance for their transcript publishing on their website.

Lastly, the majority of our deposition work comes from local and state municipalities: Office of the Los Angeles City Attorney, Office of the Attorney General, Los Angeles Unified School District, and many more. These depositions end up being critical to those clients' cases and the justice system in general. In many of those cases, KCR has been asked to cover deposition proceedings nationwide and has delivered. KCR has serviced

the Office of the Attorney General and its various offices for north of 20 years; City Attorney of Los Angeles for north of 30 years; and LAUSD for roughly 20 years now.



AGREEMENT STATEMENT

Kennedy Court Reporters, Inc., agrees to abide by any and all provisions as contained in Exhibit II of the Sample Agreement included in RFP 24-034.



Signed

Matthew Kennedy
Printed Name

Vice President
Title

3/25/2024
Date



RELEVANT EXPERIENCE AND WORK HISTORY CERTIFIED COURT REPORTERS

Lori Kennedy – CSR 3320 – Certified 1976

Expertise: medical, technical, medical Board proceedings, hearings, arbitrations, complex multi-party, FTC litigation, trial proceedings, construction defect, metallurgy, personnel, trademark, labor law, labor negotiations, fact-findings, toxic waste litigation, criminal law, Internal Affairs Board of Rights hearings, international law, judicial performance review, Workers' Comp, personal injury, Realtime, Video Synchronization Reporter, Realtime Reporter.

Jay Bullard – CSR 3455 – Certified 1977

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Superior Court, Real-time Reporter.

Edward Serrano – CSR 7469 – Certified 1986

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Kathryn Marie Adams – CSR 8391 – Certified 1986

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Lisa V. Berryhill – CSR 7926 – Certified 1988

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Tracy A. Terkeurst – CSR 8180 – Certified 1989

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Lisa Rouly – CSR 9524 – Certified 1991

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Irene Kubert – CSR 10105 – Certified 1993

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Superior Court, Real-time Reporter.

Marcena Munguia – CSR 10420 – Certified 1993

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Realtime Reporter.



Lisa Gutierrez – CSR 11286 – Certified 1996

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Colleen Joyce – CSR 11776 – Certified 1998

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Paula Chavez – CSR 12442 – Certified 1988

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Joan L. Parker – CSR 12912 – Certified 2004

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Lavender Lino – CSR 13046 – Certified 2005

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Lisa Schirmeister – CSR 7277 – Certified 1986

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Diane Hickman – CSR 13147 – Certified 2007

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Allison Swanson – CSR 13377 – Certified 2008

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Michelle Graciano – CSR 13572 – Certified 2010

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Erin Winn – CSR 13579 – Certified 2009

Expertise: Superior Court trial proceedings, medical, technical Experts, medical boards, hearings, LAUSD Dismissal hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, Workers' Comp, personal injury, environmental public meetings and is a Real-time/Video Sync Live Note Reporter.

Katrina Woyjeck – CSR 13603 – Certified 2010

Expertise: medical, technical Experts, medical boards, hearings arbitrations, civil litigation, Workers' Comp, personal injury, environmental public meetings.

Rosalia Rodas – CSR 13672 – Certified 2011

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.



Kerry A. Murphy – CSR 13626 – Certified 2011

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, labor law, labor negotiations, Workers' Comp, personal injury, trial proceedings, police law environmental public meetings, Superior Court, Realtime Reporter.

Marie C. Sanchez – CSR 13809 – Certified 2013

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Matthew Kennedy – CSR 13822 – Certified 2013

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, Workers' Comp, personal injury, environmental public meetings, LAUSD Dismissal hearings, arbitrations and is a Real-time/Video Sync Live Note Reporter and a Videographer.

Chere L. Davis – CSR 13910 - Certified 2014

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Joanne Yen – CSR 14055 – Certified 2015

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Patti Lindsey – CSR 8697 – Certified 1990

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Donna St Clair -CSR 14252 – Certified 2017

Expertise: medical, technical Experts, medical boards, hearings, arbitrations, civil litigation, waterfront terminology, labor law, labor negotiations, trial proceedings, Superior Court, horse racing boards, Workers' Comp, personal injury, IAD boards, police law, environmental public meetings, Real-time Reporter.

Samantha Ruiz – CSR 14241 – Certified 2019

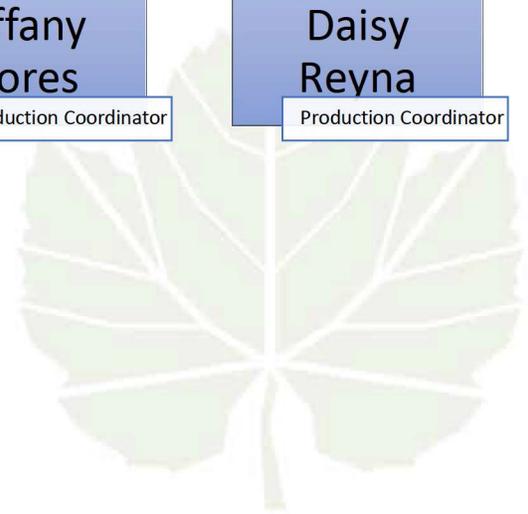
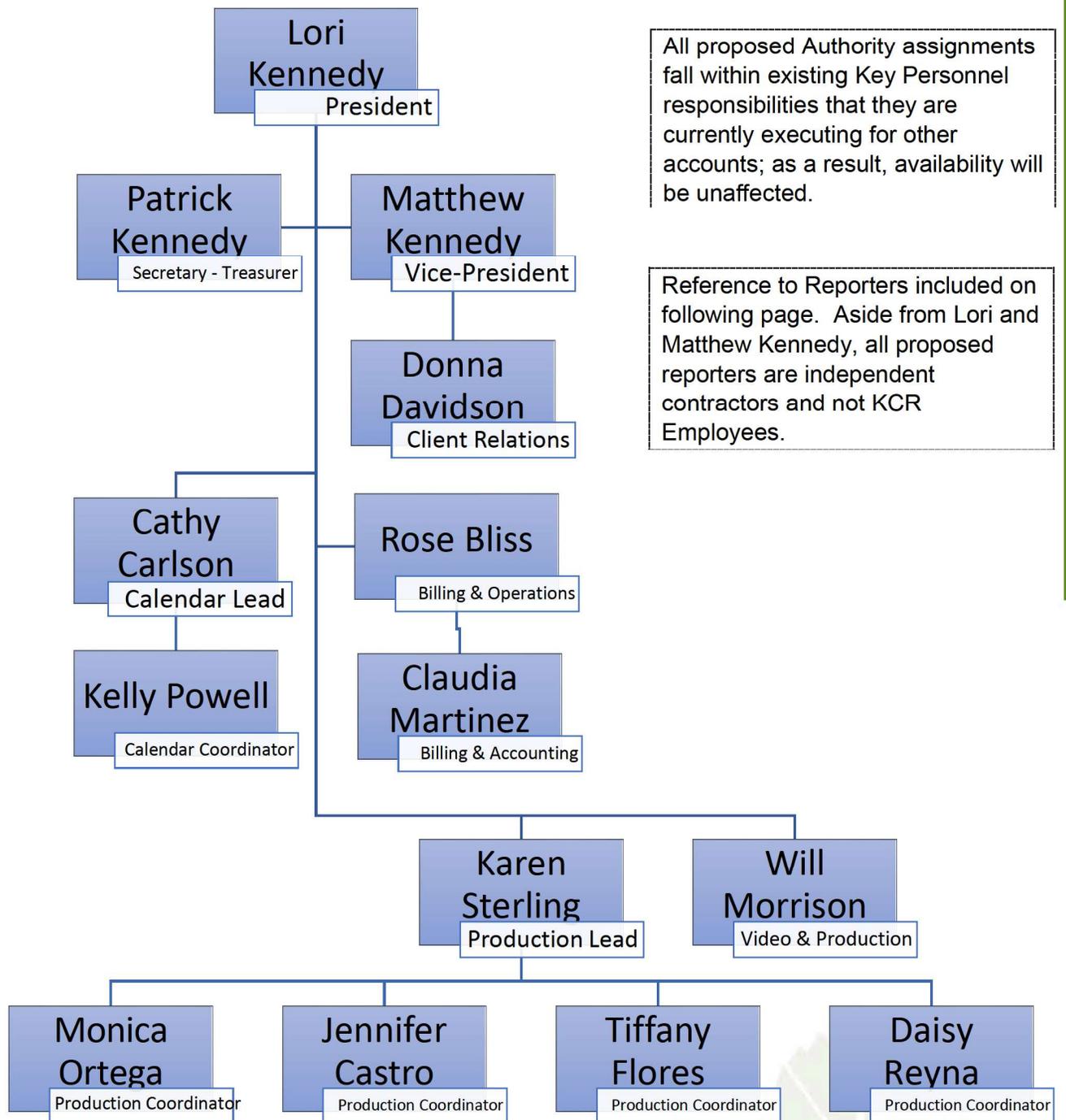
Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Justyne N. Johnson – CSR 14301 – Certified 2019

Expertise: civil litigation, administrative hearings, arbitrations, trial proceedings, Workers' Comp, personal injury, labor law, criminal law, medical, technical Experts, police law.

Above is a list of 30 certified court reporters qualified to perform the scope of work described within the RFP. This is not an exhaustive list and is solely a sampling of resources who work with KCR. The resumes may look similar due to the variety of work given to the resources throughout their working career through KCR.







RNW22890

CERTIFICATION NUMBER

02/25/25

EXPIRATION DATE

Certifies that:

Kennedy Court Reporters, Inc.

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

561492

NAICS Code(s)

02/26/22

Date

WWW.NWBOC.ORG

INFO @ NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

CONGRATULATIONS – Print and Save your OCLSB Certificate!
 Your business is now certified and ready to compete in a
 County competitive solicitation process as an Orange County
 Local Small Business.



**THE COMPANY LISTED ON THIS CERTIFICATE MEETS
 THE COUNTY OF ORANGE CERTIFICATION
 REQUIREMENTS AS AN OCLSB**

OCLSB CERTIFICATE EXPIRATION DATE:	05/31/2023
CERTIFICATE ID:	23063
LEGAL COMPANY NAME:	Kennedy Court Reporters, Inc
DOING BUSINESS AS (DBA) NAME 1:	
DOING BUSINESS AS (DBA) NAME 2:	KENNEDY COURT REPORTERS INC
COMPANY HEADQUARTERS ADDRESS:	920 W 17TH ST SUITE E SANTA ANA, CA 92706
COMPANY PHONE NUMBER:	800/231-2682
COMPANY EMAIL:	lok@kennedycourtreporters.com
COMPANY FAX NUMBER:	
COMPANY WEB ADDRESS	www.kennedycr.com
SERVICE AREA	Orange

Printed on: 5/30/2023 12:01:56 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 23063

Legal Business Name:

Kennedy Court Reporters, Inc

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:

920 W 17TH ST

SUITE E

SANTA ANA

CA 92706

Email Address:

lok@kennedycourtreporters.com

Business Web Page:

www.kennedycr.com

Business Phone Number:

800/231-2682

Business Fax Number:

714.835.0641

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/10/2023	05/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

CITY OF SANTA ANA
BUSINESS TAX SECTION (M-15)

20 CIVIC CENTER PLAZA, FIRST FLOOR, P.O. BOX 1964, SANTA ANA, CA 92702 (714) 647-5447



CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

BUSINESS TAX NUMBER: 113668
BUSINESS NAME: KENNEDY COURT REPORTERS
BUSINESS ADDRESS: 920 W 17TH ST UNIT# F SANTA ANA, CA 92706-3502
OWNER NAME: KENNEDY, LORI O.

TAX PERIOD: 4/1/2023 - 3/31/2024
AMOUNT PAID: \$2,722.83
DATE PAID: 07/10/2023

THIS IS NOT A PERMIT TO OPERATE AND THIS IS NOT A BILL

ATTACHED BELOW IS YOUR CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION
(SEE REVERSE SIDE OF BUSINESS LICENSE TAX RECEIPT FOR POSTING REQUIREMENTS)

CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

- This business license tax account is void upon sale or transfer of a business
- Every business is responsible for the annual renewal of their business license tax account
- It is the responsibility of the applicant/licensee to ensure that the business complies with all applicable City codes, City zoning ordinances and all Local, State and Federal Laws.
- Contact the Business License Tax Office at (714) 647-5447 prior to any of the following changes:
 - Name change
 - Location Change
 - Ownership or representative change
 - Business activity change
- The business license tax receipt must be displayed at the place of business. See reverse side for posting requirements.

Sec. 21-18. - No required permits waived.

The business license issued pursuant to the provisions of this Chapter [Santa Ana Municipal Code (SAMC) Chapter 21] constitutes a receipt for the license fee paid and shall have no other legal effect. A business license is a requirement, not a permit, to transact and carry on any business activity within the city. The business license tax receipt is evidence only of the fact that such tax has been paid. Neither the payment of the tax nor the possession of the business tax receipt authorizes, permits or allows the doing of any act which the person paying or holding the same would not otherwise be entitled to do; and any permit, license, variance or other instrument of approval or evidence that any conditions exist as required by any other Section of this Code [SAMC] or by any statute or code provisions of the state must first be obtained or complied with before the doing of any act or thing for which it is required. (Ord. No. NS-1922, § 1, 7-20-87)

* * *

The person, firm or corporation named below has been issued this business license tax receipt pursuant to the provisions of the City Business License Tax Code (SAMC Chapter 21). Issuance of this receipt for the business license tax paid shall have no other legal effect (SAMC Sec. 21-18) and is not an endorsement, nor certification of compliance with other ordinances or laws. It is the responsibility of the applicant/licensee to ensure that the business is operated in compliance with the laws, ordinances and regulations that are now or may hereafter be in force by the United States Government, State of California, and the City of Santa Ana pertaining to such business. In the event it is determined that the applicant/licensee fraudulently applied for or renewed this business license tax account, the account may be suspended or revoked. This business license tax account is nontransferable. Please note that it is your responsibility to renew and update this license annually.

CITY OF SANTA ANA - TREASURY M-15
20 CIVIC CENTER PLAZA-PO BOX 1964
SANTA ANA, CALIFORNIA 92702
PHONE (714) 647-5447



KENNEDY COURT REPORTERS
920 W 17TH ST. #F
SANTA ANA, CA 92706

THIS TAX RECEIPT MUST BE DISPLAYED AT THE PLACE OF BUSINESS

BUSINESS TAX NO. 113668
TAX PERIOD: 4/1/2023 - 3/31/2024
BUSINESS TYPE: COURT REPORTERS
BUSINESS ADDRESS: 920 W 17TH ST UNIT# F SANTA ANA, CA 92706-3
BUSINESS NAME: KENNEDY COURT REPORTERS
OWNER/REP: KENNEDY, LORI O.

EXPIRATION DATE: 03/31/2024



CITY OF SANTA ANA

ATTACHMENT A-1 PROPOSER'S CERTIFICATION

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Kennedy Court Reporters, Inc.	P: (800) 231-2682 F: (714) 835-0641
LEGAL NAME OF COMPANY	PHONE AND FAX NUMBERS

920 W 17th Street, Suite E, Santa Ana, CA 92706
BUSINESS ADDRESS

Matthew Kennedy	Vice President
PRINTED NAME OF AUTHORIZED AGENT	TITLE

	3/25/2024	matt@kennedycourtreporters.com
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS

95-3817218	
FEDERAL ID NUMBER (IF APPLICABLE)	CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

113668
CITY OF SANTA ANA BUSINESS LICENSE NUMBER
(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT B REFERENCES



CITY OF SANTA ANA

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: Office of Administrative Hearings Contact Individual: Cara Kenyon

Address: 2349 Gateway Oaks Drive Phone Number: 916.263.0597

Suite 200 EMAIL: cara.kenyon@dgs.ca.gov

Contract Amount: ~\$5m Year: 2018-Present

Description of supplies, equipment, or services provided:

Provide court reporter services and transcription for all hearings before OAH via Zoom or In-Person, statewide.

REFERENCE

Customer Name: Office of the City Attorney, Los Angeles Contact Individual: Brent Nichols

Address: 200 N. Main Street Phone Number: (213) 978-8130

7th Floor EMAIL: brent.nichols@lacity.org

Contract Amount: NA -- As needed Year: 2014-present

Description of supplies, equipment, or services provided:

Provide CSR services, video services, and translation for depositions, court and administrative hearings, civil service commission hearings and arbitrations. Provide transcription for medica recordings

REFERENCE

Customer Name: Department of Industrial Relations Contact Individual: Rowena Valleser

Address: 320 W 4th Street, Suite 600 Phone Number: 213-897-1511

EMAIL: Rowena.Valleser@dir.ca.gov

Contract Amount: NA -- As needed Year: 2015-Present

Description of supplies, equipment, or services provided:

Provide CSR services, video services, and translation for depositions, court and administrative hearings, civil service commission hearings and arbitrations. Provide transcription for medica recordings

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CITY OF SANTA ANA

ATTACHMENT C PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Kennedy Court Reporters, Inc.

Signed and Printed Name:  Matthew Kennedy

Title Vice President

Date 3/25/2024

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CITY OF SANTA ANA

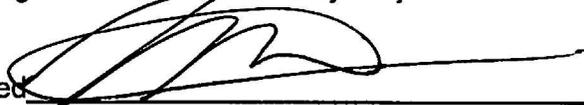
ATTACHMENT D
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed  _____

State of CA, County of SAN DIEGO _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

See Attached
Notarial Certificate

Notary Public Signature

Notary Public Seal

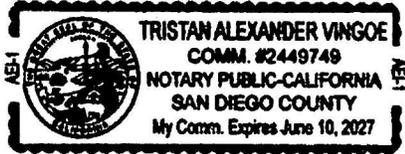
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 26TH
day of MARCH, 2024, by MATTHEW GARRETT
KENNEDY,

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Matthew Garrett Kennedy", written over a horizontal line.



CITY OF SANTA ANA

ATTACHMENT E NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: Vice President

Firm: Kennedy Court Reporters, Inc.

Date: 3/25/2024

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CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 

Title: Vice President

Firm: Kennedy Court Reporters, Inc.

Date: 3/25/2024

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EXHIBIT C

CONSULTANT'S FEE PROPOSAL



CITY OF SANTA ANA

**ATTACHMENT A-2
PERSONNEL BOARD APPEAL HEARINGS PROPOSAL PRICING
FEE SCHEDULE**

Description of Service – Kennedy Court Reporters, Inc.	Proposal Rate Per Service
1. Administrative Appeal Appearances: a. Half day hearing b. Full day hearing c. Overtime/Evening rate (after 6:00 pm)	a. \$800 b. \$1,600 c. \$800
2. Maximum Cancellation Fee: Provide cancellation policy The Cancellation Fee is chargeable when cancellation is made after 4:00 pm the day before the scheduled administrative appeal proceeding.	\$800
3. Transcript: Per page for original and certified copy (Rates are based on 25-line Per Page Format and Minimum Transcript Format Standards)	\$9.00 per page
4. Expedited Transcript: a. Next Day b. 2-3 Business Days c. 4-5 Business Days d. 6-9 Business Days	a. \$15.00 b. \$13.00 c. \$12.00 d. \$10.00
5. Expedited Rough Electronic Transcript During Hearing: Next Day (with purchase of full transcript)	\$4.50 per page
6. Transcript Delivery by U.S. PostalMail:	\$12.00
7. Transcript Delivery by Other Delivery Service or Vendor Drop Off: Per delivery in one box of one or more transcripts	\$15.00
8. Real-time Service to Hearing Officer/Counsel: (Please specify any fee that is charged for “real-time” services and is billed in addition to per page rate)	\$4.50 per page + \$75 per device rental (if needed)
9. Court of Appeal Transcript: Change cover page, Repaginate, and Reprint New Original Transcript, including exhibits	\$2.00 per page

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