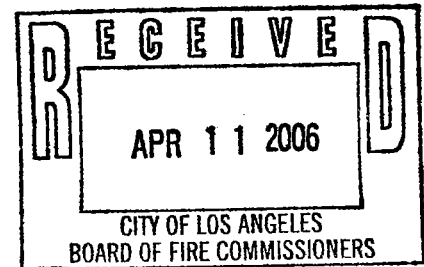


# LOS ANGELES FIRE DEPARTMENT



WILLIAM R. BAMATTRE  
FIRE CHIEF

BFC 06-043



April 4, 2006

TO: The Honorable Board of Fire Commissioners  
City of Los Angeles

FROM: William R. Bamattre, Fire Chief

SUBJECT: FIRST AMENDMENT TO CONTRACT NO. C-106252  
COURT REPORTER SERVICES CONTRACT

## DISCUSSION

In February of 2004, the City, through the Los Angeles Fire Department (LAFD), entered into Agreement No. C-106252 with Lynden J. and Associates, Inc. to provide court reporter services on an as-needed basis to the LAFD Operations Office. The contract is for thirty-six (36) months and began on February 6, 2004. The contract terminates on February 5, 2007. Compensation is not to exceed seventeen thousand dollars (\$17,000) in any fiscal year. Since the contract began in Fiscal Year 2003-04 and terminates in Fiscal Year 2006-07 the total compensation limit for four fiscal years is sixty-eight thousand dollars (\$68,000).

| Contract Term | Fiscal Year  | Months    | Limit           | Actual Exp.      | Est. Exp.       | Total Exp.      |
|---------------|--------------|-----------|-----------------|------------------|-----------------|-----------------|
| Start 2-06-04 | 2003-04      | 5         | \$17,000        | \$ 5,019         | -               | \$ 5,019        |
|               | 2004-05      | 12        | \$17,000        | \$ 8,973         | -               | \$ 8,973        |
|               | 2005-06      | 12        | \$17,000        | \$16,836         | \$19,000        | \$35,836        |
| End 2-05-07   | 2006-07      | 7         | \$17,000        | -                | \$18,000        | \$18,000        |
|               | <b>Total</b> | <b>36</b> | <b>\$68,000</b> | <b>\$ 30,828</b> | <b>\$36,000</b> | <b>\$67,828</b> |

Between July and December 2005 the Operations office has expended the seventeen thousand dollars (\$17,000) allotted in the 2005-06 Budget for court reporter services. Approximately eight thousand dollars (\$8,000) in unpaid court reporter invoices are currently due. We estimate that an additional eleven thousand dollars (\$11,000) will be requested for the remainder of the fiscal year to complete additional Board of Rights Hearings and to utilize this service at special Commission meetings. It is requested that the seventeen thousand dollar (\$17,000) fiscal year limit be deleted and replaced with a "not to exceed" sixty-eight thousand dollar (\$68,000) contract limit. This will prevent the delay of payments for those years in which expenditures exceed seventeen thousand dollars (\$17,000).

The Fire Department seeks the concurrence of the Board of Fire Commissioners with the Fire Chief's decision to Amend Agreement C-106252 between the City of Los Angeles and Lynden J. and Associates, Inc.

Funding for this Agreement is included in the 2006-07 Budget in the amount of \$25,000. The attached First Amendment to Agreement No. C-106252 has been reviewed and approved as to form by the City Attorney.

### **RECOMMENDATIONS**

It is respectfully recommended that: the Honorable Board of Fire Commissioners:

1. Approve amendment to Agreement No. C-106252 with Lynden J. and Associates, Inc. as allowed in SECTION 10.0 – AMENDMENTS, as submitted, and
2. Authorize the Fire Chief to execute the amendment, and
3. Instruct the Board Office to submit the attached First Amendment to Agreement No. C-106252 to the Mayor's Office for review in accordance with Executive Directive No. 3

### **FINDINGS**

The Fire Department is mandated by Los Angeles City Charter to have Board of Rights Hearings transcribed by a court reporter. Since 1988, Lynden J. and Associates has provided Operations with court reporter services. The Operations Office administers the court reporter contract for the Fire Department. Expenditures on the court reporter contract are unpredictable because it is up to the member to request a Board of Rights Hearing. Total fiscal year expenditures vary year to year but are trending to higher amounts. Removal of the fiscal year limit of seventeen thousand dollars (\$17,000) and replacement with a not to exceed contract limit provides greater flexibility for payment of invoices in a timely manner. There are no other changes to the contract and no increase in the total contract amount is needed.

The Operations Office will continue to administer the contract for the Fire Department, until the end of the contract. The Fire Department has complied with all City procedures and applicable policies for the use of this contract.

### **CONCLUSION**

The Fire Department's amendment of the Lynden J. and Associates, Inc. contract for court reporter services will allow the City to continue to use the contract and pay for services mandated by City Charter in a timely manner.

Respectfully submitted,



WILLIAM R. BAMATTRE  
Fire Chief

WRB:SJO:rdn

Attachments

First Amendment  
To Agreement Number C-106252  
Between  
The City of Los Angeles  
And  
Lynden J. and Associates, Inc.

THIS FIRST AMENDMENT to Agreement Number C-106252 of City Contracts is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the "City" and Lynden J. and Associates, Inc., a California corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement to provide court reporter services on an as-needed basis for the Fire Department, said Agreement effective, February 6, 2004, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

Whereas the Agreement provides for amendments; and

Whereas an amendment to modify the Agreement and the compensation amount is necessary:

NOW THEREFORE, the City and the Contractor agree that the Agreement be amended effective April 18, 2006, as follows:

AMENDMENT

1. Amend Section 4, A. Compensation, first paragraph of the Agreement in its entirety to read as follows:

The City will pay the contractor for satisfactory services rendered in an amount not to exceed sixty-eight thousand dollars (\$68,000) for the period of this Agreement, based on the rates specified in Attachment A – Fee Schedule, which is attached hereto and made a part hereof.

2. Except as herein amended, all other terms and conditions of the agreement shall remain in full force and effect.
3. This amendment is executed in three duplicate originals, each of which is deemed to be an original. This amendment includes two (2) pages.

[Signature page follows]