

MAY 5 2009

LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY
FIRE CHIEF

April 27, 2009

BOARD OF FIRE COMMISSIONERS
FILE NO. 09-059

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief *DLB*

SUBJECT: **FIRST AMENDMENT TO CONTRACT C-113523 FOR COURT
REPORTER SERVICES**

| | | | |
|---------------|-----------------------------------|---|------------------------------------|
| FINAL ACTION: | <input type="checkbox"/> Approved | <input type="checkbox"/> Approved w/Corrections | <input type="checkbox"/> Withdrawn |
| | <input type="checkbox"/> Denied | <input type="checkbox"/> Received & Filed | <input type="checkbox"/> Other |

Recommendations: That the Board:

1. Approve the attached First Amendment with Lynden J. and Associates to extend the term of Agreement No. C-113523 from June 30, 2009 to October 10, 2011; and
2. Direct the Board Office to forward this First Amendment to the Mayor, in accordance with Executive Directive No. 3, and City Council, for review and approval; and
3. Subject to the approval of the Mayor and City Council, authorize the Fire Chief to execute the attached First Amendment with Lynden J. and Associates.

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

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

In 2007, the LAFD identified a contract managed by the Los Angeles Police Department (LAPD) with the same scope of services, and "piggy-backed" off of LAPD's competitive bid process for court reporter services. The LAFD then entered into an agreement with Lynden J. and Associates for the period from October 1, 2007 through June 30, 2009.

The LAFD has a continuing need to utilize the court reporter services, and requests that the current agreement with Lynden J. and Associates be extended. This first

amendment will extend the term of the existing contract from June 30, 2009, up to and including October 10, 2011. Because the term of the amendment will result in a cumulative period of longer than three (3) years, based on the period calculated as of the date of execution of the initial contract, City Council approval is required. The amendment has been reviewed by the Office of the City Attorney as to legality and form.

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

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

Board report prepared by Betty Bonada, Management Analyst II, of the Professional Standards.

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-113523
BETWEEN
THE CITY OF LOS ANGELES
AND
LYNDEN J. AND ASSOCIATES, INC.
FOR COURT REPORTER SERVICES**

This Agreement between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "Fire Department"), and Lynden J. and Associates, a California corporation, (hereinafter referred to as "Contractor") is entered into with reference to the following:

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

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

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

WHEREAS, the City and Contractor entered into Agreement No. C-113523, for the period of October 1, 2007 through June 30, 2009; and

WHEREAS, the Fire Department has a continuing need to utilize the Contractor's services; and

WHEREAS, the City desires in this first amendment to extend the term of Agreement No. C-113523, from June 30, 2009, up to and including October 10, 2011; and

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

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1. Section 1.2a is hereby amended to read as follows:

- 1.2 Representatives of the Parties

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

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

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

With copies to:

Los Angeles Fire Department
Professional Standards Division Commander
200 North Main Street, Room 1880
Los Angeles, California 90012
Phone Number: (213) 473-7714
Facsimile Number: (213) 978-3817

All other information under Section 1 will remain the same.

2. Section 2 is hereby amended to read as follows:

The term of this Agreement shall commence on October 1, 2007, and shall end on October 10, 2009, subject to the termination provisions herein. Performance may not begin until Contractor has obtained approval from the City of insurance required herein.

This Agreement may be extended, in writing, at the sole discretion of the Fire Chief, up to two (2) additional one (1) year periods, subject to the availability of funds.

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

All other information under Section 2 will remain the same.

3. Section 4.2e is hereby amended to read as follows:

- 4.2 Method of Payment

- e. General Requirements for Invoices and Notices

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

Los Angeles Fire Department
Professional Standards Commander
200 North Main Street, Room 1880
Los Angeles, California 90012

All other information under Article 4 will remain the same.

4. Except as amended by this First Amendment, all other provisions of City Contract C-113523 shall remain in full force and effect. This amendment includes four (4) pages, and constitutes the complete understanding and agreement between the parties. This amendment is executed in four (4) copies, each of which is deemed to be an original.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

DATED: _____

For: LYNDEN J. AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DATED: _____

For: THE CITY OF LOS ANGELES

By _____

Douglas L. Barry

Fire Chief

Los Angeles Fire Department

Approved as to Form
and Legality:

ROCKARD J. DELGADILLO
City Attorney

ATTEST:

KAREN E. KALFAYAN
City Clerk

By _____

Laurel L. Lightner
Assistant City Attorney

By _____

Deputy City Clerk

Date _____

Date _____

City Business License Number 0052-029934

Internal Revenue Service Taxpayer Identification Number 95-4203096

Agreement Number: C-113523-1