

JANUARY 19, 2016

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

December 21, 2015

BOARD OF FIRE COMMISSIONERS
FILE NO. 16-007

TO: Board of Fire Commissioners

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

SUBJECT: APPROVAL OF THE VOCATIONAL EDUCATION TRAINING
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE
LOS ANGELES COMMUNITY COLLEGE DISTRICT

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 Withdrawn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

SUMMARY

Effective July 1, 2010, the City of Los Angeles through the Fire Department (Department) entered into Agreement C-118678 with the Los Angeles Community College District (District) on behalf of East Los Angeles College (ELAC). The Agreement consisted of an initial term of one-year with four one-year options to extend by written amendment.

As all options to extend have been exhausted, a new Agreement has been proposed to cover the period from July 1, 2015 through June 30, 2016 with four one-year options to extend by written amendment.

Pursuant to this Agreement, ELAC awards college credit to Department training courses completed by members. ELAC also shares with the City Vocational Education Training (VET) funds received by ELAC from the State based on student instructional hours. The State authorized VET program provides reimbursement for Department training related expenditures.

The VET Agreement has been reviewed and approved by the City Attorney. The Department has complied with all City procedures, laws and policies applicable to the execution of the new Agreement.

The proposed Agreement is with a governmental entity and does not require City Council review and approval per City Charter Section 373.

RECOMMENDATIONS

That the Board:

1. Approve the recommendation that the Department enter into a one-year VET Agreement with the District to provide approval of college credits for continuing education training courses as provided through Department training programs.
2. Authorize the Fire Chief to execute the attached Agreement with the District.

FISCAL IMPACT

If this Agreement is approved, an estimated \$1,200,000 in VET funds will be received by the Department covering the period from July 1, 2015 through June 30, 2016. These funds will provide reimbursement for training and training equipment costs in lieu of strained Department budget funds and will be used to meet important training needs.

CONCLUSION

In addition to the fiscal impact noted above, approval of this Agreement will also continue college accreditation for the Department's in-service and regional training programs and college credit for training received by members.

Board report prepared by Kim Fletes, Senior Management Analyst I, Training and Support Bureau.

Attachment

Vocational Education Training Agreement between the City of Los Angeles and the Los Angeles Community College District on behalf of East Los Angeles College

VOCATIONAL EDUCATION TRAINING AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF EAST LOS ANGELES COLLEGE

THIS AGREEMENT is entered into by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "DISTRICT"), on behalf of East Los Angeles College and the CITY OF LOS ANGELES (hereinafter referred to as the "CITY"), by and through its Fire Department (hereinafter referred to as the "DEPARTMENT"), with reference to the following:

WHEREAS, the DEPARTMENT provides training programs designed for entry level and advance level fire personnel; and

WHEREAS, continuing education training courses are approved for college credits through the DISTRICT; and

WHEREAS, the East Los Angeles College is an accredited, educational institution empowered to grant college credits for approved educational-training courses.

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

ARTICLE I. – PARTIES TO AGREEMENT, REPRESENTATIVES, AND NOTICES

A. The parties to this Agreement are:

1. CITY – The City of Los Angeles, having its principal offices at 200 North Spring Street, Los Angeles, California 90012-4801.
2. DISTRICT – The Los Angeles Community College District, 770 Wilshire Boulevard, Los Angeles, California 90017-3856.

B. 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:

1. The CITY'S Representative will be as follows, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, California 90012-4123
(213) 978-3800

With copies to:

Richard F. Rideout, Deputy Chief
Training and Support Bureau
Los Angeles Fire Department
200 North Main Street, Room 1680
Los Angeles, California 90012-4123
(213) 978-3550

2. The DISTRICT'S Representative will be as follows, unless otherwise stated in this Agreement:

Dr. Francisco Rodriguez, Chancellor
Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017-3856
(213) 891-2000, 891-2201

With copies to:

Dr. Ann Tomlinson, Vice President
Administrative Services
East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, California 91754-6099
(323) 265-8650

- C. Formal notices, demands, and communications to be given by either party will be made in writing and must be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of receipt.
- D. If the name or the address of the person designated to receive the notices, demands, and communications is changed, written notice will be given in accord with this section, within five (5) working days of said change.

ARTICLE II. – TERM

- A. This Agreement will become effective on the date of execution and will terminate on June 30, 2016.
- B. Due to the need for the DISTRICT'S services to be provided on an ongoing basis, the DISTRICT may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
- C. The parties may, at their discretion, extend the overall term of this Agreement by written amendment for four (4) additional one-year periods. The amendments will be subject to the performance of all terms of this Agreement by the parties.

ARTICLE III. – DISTRICT'S OBLIGATIONS

- A. The DISTRICT is responsible for the educational programs conducted under the terms of this Agreement. The courses of instruction to be taught under this Agreement are listed in Addendum A. The CITY and the DISTRICT may agree to provide additional courses pursuant to the terms of this Agreement as the need arises and through a written amendment.
- B. The DISTRICT will offer, at the locations specified by the CITY, and consistent with the terms of ARTICLE IV, "CITY OBLIGATIONS", Section A of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the DEPARTMENT'S Human Resources Development Committee, Human Relations Implementation Plan. These locations will be open to the public while the courses being offered by the DISTRICT are in session.
- C. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the DISTRICT. The courses for college credit must have been approved by the DISTRICT'S College Curriculum Committee and have been approved by the DISTRICT'S Board of Trustees.
- D. The DISTRICT will assist the CITY in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students must be processed and registered in accordance with DISTRICT procedures as outlined in the DISTRICT catalog to conform with State/DISTRICT guidelines. The CITY will be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students must be consistent with DISTRICT approved policies regarding all courses.

- E. The DISTRICT must employ all instructors consistent with the requirements of the California Code of Regulations on a non-compensated basis. The DISTRICT retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the DISTRICT under the terms of this Agreement.
- F. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the DISTRICT who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulations. These minimum qualifications must be those designated by the DISTRICT. Minimum qualifications are within the purview of the DISTRICT'S Academic Senate and may be subject to change. The current minimum qualifications are listed in Addendum B and hereby incorporated into and made a part of this Agreement.
- G. When the instructor is not a paid employee of the DISTRICT, the DISTRICT will have a written agreement with each instructor conducting the instruction for which State apportionment is to be collected. The agreement between the DISTRICT and each instructor must state that the DISTRICT has primary right to control and direct the instructional activities of the instructor.
- H. The DISTRICT will approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and accreditation requirements of the DISTRICT are satisfied.
- I. The DISTRICT reserves the right to inspect any records maintained by the CITY concerning the implementation of the terms of this Agreement.
- J. If the courses under the terms of this Agreement are held outside DISTRICT boundaries, the DISTRICT will comply with the requirements of Sections 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high school or community college districts and use of non-DISTRICT facilities.

ARTICLE IV. – CITY OBLIGATIONS

- A. The CITY will provide:
 - 1. Classroom space at the Frank Hotchkin Memorial Training Center and/or other CITY facilities for use as off-campus sites by the DISTRICT for conducting the courses pursuant to this Agreement.

2. Services and equipment which includes, but is not limited to, instructors, professional experts, support staff, educational and specialized equipment, materials, day-to-day management support, and all other related services and overhead necessary to implement the terms of this Agreement.
 3. A line-of-sight instructor of record who will conform with the requirements of the DISTRICT as outlined in Sections III.E and/or III.G, of this Agreement, and meets all of the DISTRICT'S minimum qualifications for faculty teaching in the Fire Technology program.
- B. The CITY will maintain records of attendance and achievement. Records will be open at all times to officials of the DISTRICT and submitted on a developed time schedule.
- C. All instructional materials provided by the CITY to students will be at no additional cost to students enrolled in courses in connection with this Agreement. To the extent that charges will be made for students' instructional materials, the charges must be in compliance with the Education Code section 76365, Title 5 California Code of Regulations sections 59400 et. seq., Los Angeles Community College District Board Rule 6415, and Los Angeles Community College District Administrative Regulation E-80.

ARTICLE V. – JOINT RESPONSIBILITIES OF THE CITY AND THE DISTRICT

- A. The CITY and the DISTRICT will each work in good faith to implement this Agreement, and will use its best efforts to resolve any disputes informally.
- B. The CITY will offer the DISTRICT the opportunity to support all DEPARTMENT Human Resources Development Committee, Human Relations Implementation Plan programs within the DISTRICT'S geographical boundaries including "In-Service Training" or continuing education, which the CITY deems suitable for DISTRICT affiliation and which the DISTRICT certifies. The DISTRICT agrees that the CITY may affiliate with other community colleges for courses for which the DISTRICT declines affiliation.
- C. The CITY will coordinate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to State of California mandated standards governing instructional programs.
- D. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The DISTRICT will allow any person who has been admitted to the DISTRICT and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The DISTRICT policy on open enrollment is

published in the DISTRICT catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in DEPARTMENT'S Human Resources Development Committee, Human Relations Implementation Plan courses would first need to complete the prerequisites of the DEPARTMENT'S Human Resources Development Committee, Human Relations Implementation Plan Courses. In order for the DISTRICT to claim apportionment for payment under the terms of this Agreement, the student must be enrolled in the course through the DISTRICT.

- E. The DISTRICT and the CITY will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

ARTICLE VI. – PAYMENT FOR SERVICES

The DISTRICT will pay the CITY based on student instructional hours (Weekly Student Contract Hours – WSCH or Full-Time Equivalent Students – FTES) in accord with State guidelines. In consideration for the services provided hereunder the DISTRICT will pay the CITY \$4.00 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unit, payment will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the DISTRICT, the DISTRICT will not be obligated to pay the CITY. If the DISTRICT is paid apportionment on a pro rata basis by the State, this apportionment will be applied directly to the CITY.

ARTICLE VII. – PAYMENTS

- A. All payment by the DISTRICT to the CITY under this Agreement will be subject to verification by the CITY and other appropriate State of California agencies. Classes offered under this Agreement, which do not meet State requirements or District policy will not be considered when computing the payment under this Agreement.
- B. The DISTRICT will pay the CITY upon submission of valid invoices for the number of courses taught in a calendar year based on the following schedule and documentation:
 - 1. For all courses taught between January 1 and June 30, payment will be made no sooner than forty-five (45) days after June 30, nor later than one hundred twenty (120) days after June 30.

2. For all courses taught between July 1 and December 31, payment will be made no sooner than forty-five (45) days after December 31, nor later than one hundred twenty (120) days after December 31. Source data and associated developmental documentation that support the number of students taught during the calendar year will be presented to the CITY with this payment.

ARTICLE VIII. – CERTIFICATIONS

- A. The DISTRICT certifies that it does not receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.
- B. The CITY certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with California Education Code Section 84752.

ARTICLE IX. – PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE

Pursuant to the provisions of the California Government Code, Sections 895.4 et seq., each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

ARTICLE X. – INSURANCE

- A. The CITY agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate will state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The CITY is a self-insured entity. Upon request from the DISTRICT, the CITY will provide the DISTRICT a declaration of self-insurance as evidence of coverage. The CITY must provide thirty (30) days written notice to the DISTRICT of any material change in coverage. Further, the CITY will maintain a program of Workers' Compensation Insurance throughout the term of this Agreement.

- B. The DISTRICT agrees to comply with the CITY'S Insurance requirements as outlined in ATTACHMENT A - STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09), PSC 24, INSURANCE CONTRACTUAL REQUIREMENTS and Exhibit 1 (Continued) Required Insurance and Minimum Limits Form Gen. 146 (Rev. 3/09).

ARTICLE XI. – VALIDITY

The invalidity in whole or in part of any portion of this Agreement will not void or affect the validity of any other provisions of this Agreement.

ARTICLE XII. – DISTRICT RECORDS

The DISTRICT will maintain and preserve book(s) of account and other financial transactions which relate to the services performed pursuant of this Agreement. The DISTRICT will retain such books and records for at least three (3) years following the final payment by the CITY hereunder. At any time during the term of this Agreement, or within three (3) years following the payment hereunder, all of the DISTRICT'S books, documents, papers, and records pertaining to this project will be subject to examination and audit by authorized CITY personnel.

ARTICLE XIII. – CONFIDENTIALITY

All documents, reports, statements, or other information prepared, relied upon, or used by the DISTRICT pursuant to this Agreement and/or documentation, reports, statements or other information furnished to the DISTRICT by the CITY will be treated as confidential and privileged by the DISTRICT and will not be made available to any person or party, except upon express written authorization from the CITY.

ARTICLE XIV. – ABANDONMENT OF PROJECT, CANCELLATION OF CONTRACT, DEFAULT, SUSPENSION OF SERVICES, AND RIGHT OF TERMINATION

Notwithstanding anything herein to the contrary, either party has the right to terminate this Agreement, with or without cause, upon sixty (60) calendar days advanced written notice to the other party. In the event of such termination, each party will fully pay and discharge all obligations in favor of the other party accruing prior to the date of the termination. Each party will be released from all obligations or performance that would otherwise accrue subsequent to the date of the termination. Neither party will incur any liability to the other party by reason of the termination.

ARTICLE XV. – AUTHORITY OF CITY

The CITY warrants that it has full authority to enter into and administer this Agreement. This includes, but is not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this

Agreement. The CITY shall have full access and authority to audit all pertinent records concerning this Agreement.

ARTICLE XVI. – WAIVER

No waivers or any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

ARTICLE XVII. – GOVERNING LAWS

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any legal proceeding regarding this agreement shall be in Los Angeles County, State of California, and the parties hereto expressly submit to such jurisdiction and venue.

ARTICLE XVIII. – SEVERABILITY

The CITY and the DISTRICT agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such in validity, illegality, or unenforceability shall not affect other parts, terms or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

ARTICLE XIX. – TERMINATION FOR NON-APPROPRIATION OF FUNDS

If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the DISTRICT, this agreement shall automatically terminate and the DISTRICT shall be relieved of any further obligation.

ARTICLE XX. – STANDARD CONTRACT PROVISIONS

The DISTRICT is a public entity and as such, agrees to comply with the *Standard Provisions for City Contracts* (Rev. 03/09) (hereinafter referred to as "Attachment A"), only when those provisions are relevant to the DISTRICT'S performance of the Agreement and when they do not conflict with or exceed the DISTRICT'S own rules and regulations or any of the local, state, and federal rules and regulations to which the DISTRICT is bound. To the extent there is a conflict on any subject matter between the Agreement and Attachment A, the language in the Agreement shall govern.

ARTICLE XXI. – ENTIRE AGREEMENT

A. Complete Agreement

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

B. Number of Pages, Appendices and Addenda

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages, one (1) Attachment and two (2) Addenda, which constitute the entire understanding and Agreement of the parties.

ARTICLE XXII. – BOARD AUTHORIZATION

The effectiveness of this Agreement is expressly conditioned upon approval by DISTRICT Board of Trustees.

{Signature page follows}

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

DATE: _____

For: CITY OF LOS ANGELES

By: _____
RALPH M. TERRAZAS
Fire Chief
Los Angeles Fire Department

DATE: _____

**For: LOS ANGELES COMMUNITY
COLLEGE DISTRICT BY EAST LOS
ANGELES COLLEGE**

By: _____
DR. ANN TOMLINSON
Vice President
Administrative Services

**APPROVED AS TO FORM
AND LEGALITY:**

MICHAEL N. FEUER
City Attorney

ATTESTED:

HOLLY L. WOLCOTT
City Clerk

By: _____
LAUREL L. LIGHTNER
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

CITY Business Tax Registration Number: _____

Internal Revenue Service Tax Identification Number: _____

Said Agreement is Number: _____

ADDENDUM A

(Courses of Instruction that may be taught under the terms of this Agreement)

On the following page(s) are the courses currently offered under this Agreement. This list of courses is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the City of Los Angeles, City of Los Angeles Fire Department, and the Los Angeles Community College District on behalf of East Los Angeles College.

ADDENDUM B

TITLE 5. Education Code of California

53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
 - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
 - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

ATTACHMENT A

STANDARD PROVISION FOR CITY CONTRACTS (REV. 3-09)