

### RALPH M. TERRAZAS FIRE CHIEF

July 5, 2016

BOARD OF FIRE COMMISSIONERS FILE NO. 16-066

TO:	Board of Fire Commissioners
$\cap$	Ralph M. Terrazas. Fire Chie
FROM: KU	'Ralph M. Terrazas, Fire Chie

SUBJECT: FIRST AMENDMENT TO AGREEMENT C-126282 BETWEEN LOS

ANGELES FIRE DEPARTMENT AND STEPHEN G. SANKO, M.D., INC.

FOR PROFESSIONAL SERVICES

FINAL ACTION:ApprovedApproved w/CorrectionsWithdrawOther	rawn
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### **SUMMARY**

The City of Los Angeles, through the Los Angeles Fire Department (LAFD), entered into an Agreement C-126282 with Stephen G. Sanko, M.D., Incorporated (Dr. Sanko) on September 16, 2015 to provide specialized professional services. The contract term was for one year, from July 1, 2015 through June 30, 2016, and the maximum compensation amount was not to exceed \$75,000.

The Agreement with Dr. Sanko provides medical oversight for the implementation of the Nurse Practitioner Response Unit (NPRU) Program, including developing policies, protocols, procedures, and working with health services experts to optimize the patient link to follow-up services, including medical and non-medical resources. The need for a First Amendment is required to extend the contract to continue these specialized services.

The Amendment extends the term of the Agreement by one (1) year, through June 30, 2017, and increases the maximum compensation amount by \$75,000, to not exceed the new ceiling of \$150,000. The Amendment also grants the Fire Chief sole discretion to extend the Agreement for one (1) additional one-year term, subject to the availability of funds. The Office of the City Attorney has reviewed and approved the amended Agreement as to legal form.

## **RECOMMENDATIONS**

That the Board:

1. Authorize the Fire Chief to execute the Amendment with Stephen G. Sanko, M.D., Incorporated, subject to approval of the Mayor, for specialized professional services.

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2. Approve and transmit the Amendment to the Mayor for Executive Directive 3 approval.

# **FISCAL IMPACT**

The Los Angeles Fire Department has identified funds in the Targeted Destination Services Revenue Trust Fund to cover expenses related to this Amendment.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment

# FIRST AMENDMENT TO AGREEMENT C-126282 BETWEEN THE CITY OF LOS ANGELES AND STEPHEN SANKO, M.D., INCORPORATED

**THIS FIRST AMENDMENT** to Agreement C-126282 between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Stephen G. Sanko, M.D., Incorporated (hereinafter referred to as "CONTRACTOR"), is entered into with reference to the following:

**WHEREAS**, the LAFD requires the assistance from the CONTRACTOR to provide professional and specialized technical services on a periodic basis; and

WHEREAS, the CONTRACTOR is uniquely qualified for this position and possesses a special skill set and familiarity of Emergency Medical Services ("EMS") operations required by the LAFD and not found within the City workforce, and has agreed to provide said services to the LAFD; and

**WHEREAS**, the specialized technical services are temporary, and necessary, to implement the Nurse Practitioner Response Unit beginning July 1, 2015; and

WHEREAS, the specialized technical services are deemed to meet the requirements of a sole-source agreement in accordance with City Charter Section 371 (e)(2) since the work requires the professional licensing as a Medical Doctor familiar with LAFD EMS protocols and are necessary to complete the work already started under City; and

WHEREAS, the CITY does not have personnel with the required knowledge and skill necessary to complete this work; and it is more economical to have the work be performed by the CONTRACTOR on short-term basis; and

WHEREAS, the parties entered into Agreement C-126282, on September 16, 2015, wherein CONTRACTOR agreed to provide professional and specialized technical services for the LAFD; and

WHEREAS, the CITY desires in this First Amendment to extend the term of Agreement C-126282 from July 1, 2016 up to and including June 30, 2017, to grant the Fire Chief sole discretion to renew the Agreement for one (1) one-year term, and to increase the maximum compensation amount by \$75,000, which increases the maximum compensation from \$75,000 to \$150,000; and

**NOW, THEREFORE**, in consideration of the premises, representations, covenants and agreements set forth herein, the Parties represent, covenant and agree to amend Agreement C-126282 as follows:

**Section 1, TERM OF AGREEMENT**, is hereby amended in its entirety to read:

The term of this Agreement shall begin on July 1, 2015 through to June 30, 2017, unless earlier terminated by the parties. The Fire Chief, at his sole discretion, may extend the term of this Agreement for one (1) one-year term, subject to the availability of funds.

Section 3, COMPENSATION AND METHOD OF PAYMENT, Paragraph 1, is hereby amended to read:

CONTRACTOR will be compensated at the hourly rate of Seventy-Five Dollars (\$75.00). The maximum payable amount under this Agreement is not to exceed One Hundred and Fifty Thousand Dollars (\$150,000) during the period beginning July 1, 2015 and ending June 30, 2017, for complete and satisfactory performance of the terms of this Agreement. The maximum payable amount in any one (1) year under this Agreement is not to exceed Seventy Five Thousand Dollars (\$75,000).

Except as herein amended, all other terms and conditions of this AGREEMENT shall remain unchanged.

(Signature Page to Follow)

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

Dated:	For: THE CITY OF LOS ANGELES
	By: RALPH M. TERRAZAS Fire Chief Los Angeles Fire Department
Dated:	For: STEPHEN G. SANKO, M.D., INCORPORATED
	By:Stephen G. Sanko, M.D.
Approved as to Form: MICHAEL N. FEUER, City Attorney	ATTEST: HOLLY L. WOLCOTT, City Clerk
By: LAUREL L. LIGHTNER Assistant City Attorney	By: Deputy City Clerk
Dated:	Dated: