



LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

July 18, 2016

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| BOARD OF FIRE COMMISSIONERS FILE NO. 16-075 |
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TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief



SUBJECT: FIRST AMENDMENT TO THE VOCATIONAL EDUCATION TRAINING AGREEMENT BETWEEN CITY OF LOS ANGELES AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE

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|---------------|-----------------------------------|---|------------------------------------|
| 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 Withdrawn |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 April 15, 2016, the City of Los Angeles through the Fire Department entered into Agreement C-127354 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 additional one-year options to extend by written amendment. The First Amendment to the Agreement covers the period from July 1, 2016 through June 30, 2017.

Pursuant to this Agreement, ELAC awards college credit to Fire 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 Fire Department training related expenditures. In the proposed extension of the contract, the Department's per hour share of State funds will increase an additional 25 cents per hour to new rate of \$4.25 per hour.

The VET Agreement has been reviewed and approved by the City Attorney. The Fire 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 attached agreement to establish the First Amendment to the Vocational Education Training Agreement with the District, covering the period from July 1, 2016 through June 30, 2017.
2. Authorize the Fire Chief to execute the attached Agreement with the District.
3. Authorize the Fire Chief sole discretion to renew and execute the Agreement up to three (3) additional one-year terms.

FISCAL IMPACT

If this Agreement is approved, an estimated \$1,500,000 in VET funds will be received by the Department covering the period from July 1, 2016 through June 30, 2017. 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

- First Amendment to Agreement C-127354 between the City of Los Angeles and the Los Angeles Community College District on behalf of East Los Angeles College

FIRST AMENDMENT TO AGREEMENT C-127354
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF EAST LOS ANGELES COLLEGE

THIS FIRST AMENDMENT 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"), acting 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 advanced 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 education-training courses; and

WHEREAS, the parties entered into Agreement C-127354, on April 15, 2016, wherein the DISTRICT agreed to provide professional and specialized technical services for the DEPARTMENT; and

WHEREAS, the CITY desires in this First Amendment to exercise the first of four (4) one-year extensions, and extend the term of Agreement C-127354 from July 1, 2016 up to and including June 30, 2017; and

WHEREAS, the DISTRICT will pay the CITY an increased rate of \$4.25 per student instructional hour that is eligible for State general apportionment instead of \$4.00 for services provided; and

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

ARTICLE II –TERM, Paragraphs A and C are hereby amended in their entirety to read:

- A. The term of this Agreement will become effective on the date of execution and will terminate on June 30, 2017, unless otherwise terminated or amended.

- C. The parties may, at their discretion, extend the overall term of this Agreement by written amendment for three (3) additional one-year periods. The amendments will be subject to the performance of all terms of this Agreement by the parties.

ARTICLE VI—PAYMENT FOR SERVICES is hereby amended in its entirety to read:

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 \$4.25 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.

Except as amended by this FIRST AMENDMENT, all other provisions of Agreement C-127354 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto 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: LOS ANGELES COMMUNITY
COLLEGE DISTRICT BY
EAST LOS ANGELES COLLEGE

By: _____

DR. ANN TOMLINSON

Vice President

Administrative Services

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: _____

City Business Tax Registration Number: _____

Internal Revenue Service Tax Identification Number: _____

Agreement Number: C-127354