

# LOS ANGELES FIRE DEPARTMENT



WILLIAM R. BAMATTRE  
FIRE CHIEF

April 20, 2006

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

FROM: William R. Bamattre, Fire Chief

SUBJECT: APPROVAL OF FIRST AMENDMENT OF THE AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND THE LOS ANGELES COMMUNITY  
COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE



## SUMMARY

Effective July 15, 2005, the City of Los Angeles, through the Fire Department, entered into agreement C-108389 with the Los Angeles Community College District on behalf of East Los Angeles College. Pursuant to the agreement, the College agrees to award college credit to Department training courses completed by uniformed members and to share with the City, Vocational Educational Training (VET) funds received by the College from the State of California based on student instructional hours. The State of California authorized VET program provides monetary reimbursement for Department training and equipment. Beginning January 1, 2006, the College agreed to increase the Department's per hour share of state funds from \$2.75 to \$3.25 per hour. In the proposed extension of the contract, the Department's per hours share of State funds will increase an additional 25 cents per hour to \$3.50 per hour.

This Agreement allows for four additional one-year contract-term periods. The LAFD is exercising the first additional one-year contract term period of the Agreement by amendment.

## RECOMMENDATIONS

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

1. Authorize the Fire Department to execute with the District the attached proposed amendment extending the term of the C-108389 agreement for one year.
2. Forward to the Mayor for concurrence and approval.

## FINDINGS

In May of 2000, a trust fund for the Department's In-Service Training Section was established so that its Training Center could qualify as a State Certified Regional Training Center. This trust fund is known as the "LAFD Special Training Fund, 40J."

The purpose of the State of California VET funds is for routine training of Department members. Funding has been used by the Department for such items as general/specialized training – human relations – management and supervision, fire suppression, apparatus operations; educational training – California State Fire Marshal training; specialized skills – air, marine, swift water operations, and Haz Mat training.

Therefore, upon presenting an invoice to East Los Angeles College, the Department can expect a net payment of VET funds of \$731,672.50 for the period beginning January 1, 2006 and ending June 20, 2006 with funds to be paid no sooner than August 15, 2006 and not later than October 28, 2006.

The proposed affiliation agreement draft has been reviewed and approved by the City Attorney, and the Department Administrative Services Bureau. The Risk Management Section of the CAO has reviewed the document and set insurance requirements. The Department has complied with all other City procedures, laws and policies applicable to the execution of the proposed affiliation agreement.

The agreement, as amended, will be administered by staff assigned to the Bureau of Training and Risk Management and the In-Service Training Section, and does not require the expenditure of additional City funds. This proposed agreement, with a governmental entity, does not need City Council review and approval.

## CONCLUSION

Approval of the recommendation to extend the term of the agreement with the District for another year will provide the Department with an additional \$1,463,345 of net revenue, and another year of college accreditation for in-service and regional training.

Respectfully submitted,



WILLIAM R. BAMATTRE  
Fire Chief

WRB:sf

Attachments

FIRST AMENDMENT TO THE 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"), 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 conducts training programs designed for entry level and advanced level fire personnel; and

**WHEREAS**, the 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 CITY and DISTRICT desire to exercise the first extension of the termination date of Contract No.C-108389 from July 1, 2006 up to and including June 30, 2007; 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** is hereby modified in its entirety as follows:

- A. This Agreement will become effective on July 1, 2006 upon signature by the duly authorized representatives of the CITY and the DISTRICT and will terminate on June 30, 2007.
- B. The parties may, 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 V. – JOINT RESPONSIBILITIES OF THE CITY AND THE DISTRICT**

- 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", regional Training, Paramedic/EMT Training or other 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.

**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 accordance with State guidelines. In consideration for the services provided hereunder, the DISTRICT will pay the CITY \$3.50 per student instructional hour that is eligible for State general apportionment. If the State-established registration fees is other than \$26.00 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.

**ADDENDUMS**

**Insert new Addendum A, List of Updated Courses**

**Insert Addendum B, Title 5, Education Code of California**

**Insert new Addendum C, Detailed Article V; D, DISTRICT's OBLIGATIONS,**

**Except as amended by this FIRST AMENDMENT, all other provisions of City Contract C-108389 shall remain in full force and effect.**

**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: \_\_\_\_\_

WILLIAM R. BAMATTRE  
Fire Chief

DATE: \_\_\_\_\_

**For: LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

ROCKARD J. DELGADILLO  
City Attorney

FRANK MARTINEZ  
City Clerk

By: \_\_\_\_\_

Janet Jackson  
Deputy City Attorney

By: \_\_\_\_\_

Deputy City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Agreement Number \_\_\_\_\_

## **ADDENDUM A**

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

On the following pages 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.

Fire Update 27 Hours  
Fire Update 54 Hours  
Fire Update 81 Hours  
Fire Update 108 Hours  
Fire Update 135 Hours  
Fire Update 162 Hours  
Fire Update 189 Hours  
Fire Update 216 Hours  
Fire Update 243 Hours  
Fire Update 270 Hours  
Fire Officer Certification

Fire Instructor 1A  
Fire Instructor 1B  
Fire Prevention 1A  
Fire Prevention 1B  
Fire Management 1  
Fire Command 1A  
Fire Command 1B  
Fire Command 1C  
Fire Investigation 1A  
ICS 100  
ICS 200  
ICS 300  
ICS 400

Engineer Certification

Driver/Operator 1A  
Driver/Operator 1B  
Basic Emergency Vehicle Operations  
Basic Pump Operations

Fire Instructor 2A  
Fire Instructor 2B  
Fire Instructor 2C  
Fire Management

EMT Refresher  
Paramedic Training Refresher

Intermediate Fire Behavior  
Strike Team Task Force Leader  
Division/Group Supervisor  
Safety Officer

## **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.

### **ADDENDUM C**

East Los Angeles College will provide two (2) student interns for the current contract period with hours each not to exceed twenty-five (25) hours per week. The student interns will assist the Regional Training staff of the Los Angeles Fire Department with reporting requirements to the State Fire Marshal's office and all other reporting requirements as needed. The student interns will be paid by the DISTRICT and will be under the direct supervision of East Los Angeles College Fire Technology Department.