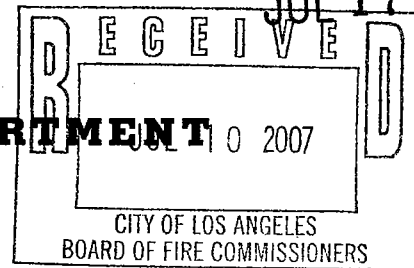


LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY
INTERIM FIRE CHIEF

July 9, 2007

BOARD OF FIRE COMMISSIONERS
FILE NO. 07-065

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Interim Fire Chief

SUBJECT: APPROVAL OF THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES THROUGH THE FIRE DEPARTMENT AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE

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 Withdrawn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 amendment with the District to accomplish the following:
 - A. Amend the term of the Agreement to cover the period July 1, 2007 to June 30, 2008.
 - B. Include two part-time student interns to assist Fire Department staff with reporting requirements. The interns will be paid by the District and supervised by the College.
 - C. Amend Addendum A, to provide an updated course list.
2. Direct the Commission Executive II to forward this amendment to the Mayor for review and approval, in accord with Executive Directive Number 3.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached amendment with the District.

Summary:

Effective July 1, 2005, the City of Los Angeles (City) through the Fire Department (Department) entered into Agreement C-108389 with the Los Angeles Community College District (District) on behalf of East Los Angeles College (College). This Agreement consists of an initial term of one-year with four one-year options to extend by written amendment.

Pursuant to this Agreement, the College agrees to award college credit to Department training courses completed by members and to share with the City, Vocational Educational Training (VET) funds received by the College from the State based on student instructional hours. The State authorized VET program provides reimbursement for Department training related expenditures.

Since its' inception, the Agreement has been amended twice, 1.) to incorporate one term extension and 2.) a negotiated increase in the Department's per hour share of VET funds from \$2.75 to \$3.50 per student instructional hour. The latest amended Agreement will terminate June 30, 2007.

For the student instructional hours used between July 1, 2005 and June 30, 2006 (Fiscal Year 2005/06), the Department received \$1,490,798. For student instructional hours used between July 1, 2006 and December 31, 2006, the College paid the Department \$946,244 in May, 2007. For the student instructional hours used between January 1, 2007 and June 30, 2007, the Department expects to receive approximately \$1,000,000 by October 1, 2007. If the requested amendment is approved, an estimated \$2,200,000 will be received by the Department for the period July 1, 2007 through June 30, 2008.

This proposed amendment to the 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 proposed amended Agreement.

The amended Agreement will be administered by staff assigned to the Bureau of Training and Risk Management, In-Service Training Section.

This proposed amended Agreement is with a governmental entity and does not require City Council review and approval per City Administrative Code, Section 10.5.

Fiscal Impact:

As stated earlier in this report, if this Agreement is approved for amendment, an estimated \$2,200,000 in VET funds will be received by the Department for the period July 1, 2007 through June 30, 2008.

Conclusion:

Approval of the recommendation to amend the attached Agreement will provide an estimated \$2,200,000 in VET funds to the Department for the period July 1, 2007 through June 30, 2008. These funds will provide reimbursement for training and training equipment costs. Approval will also continue college accreditation for Department in-service and regional training programs and college credit for training received by members.

Board Report prepared by Michael Portnoff, Management Analyst I, In-Service Training Section

THIRD 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, Article II – Term provides for an initial one-year contract and with the parties discretion, subject to the performance of all terms of this Agreement, extend the term of the Agreement for four (4) additional one-year periods; and

WHEREAS, the CITY and DISTRICT desire in this third amendment, to exercise the second one-year extension and extend the term of Contract No.C-108389 from July 1, 2005 up to and including June 30, 2008; and

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

1. ARTICLE 1 – PARTIES TO AGREEMENT, REPRESENTATIVES, AND NOTICES is amended as follows:

- "B. 1. The CITY's Representative will be as follows, unless otherwise stated in this Agreement:

Douglas L. Barry, Interim Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California 90012-4123
(213) 978-3800

With copies to:

A. P. Fox, Deputy Chief
Bureau of Training and Risk Management
Los Angeles Fire Department
200 North Main Street, 16th Floor
Los Angeles, California 90012-4123
(213) 978-3550"

All other terms of this Article shall remain unchanged.

2. ARTICLE II.-TERM is hereby modified in its entirety as follows:

"A. This Agreement will become effective on July 1, 2005 upon signature by the duly authorized representatives of the CITY and the DISTRICT and will terminate on June 30, 2008.

B. The parties may, extend the overall term of this Agreement by written amendment for two (2) additional one-year periods. The amendments will be subject to the performance of all terms of this Agreement by the parties."

3. ARTICLE III. – DISTRICT'S OBLIGATIONS is modified to add a new Paragraph K to read as follows:

"K. East Los Angeles College will provide two (2) student interns for the current contract period with hours worked by each student intern 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 the East Los Angeles College Fire Technology Department."

The remaining sections of this Article III shall remain the same as specified in Contract C-108389 entered into the 15th day of July 2005.

4. ARTICLE VI. – PAYMENT FOR SERVICES is modified to read as follows:

"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 here-under, effective July 1, 2007, 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 funds are 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.

5. Addendum "A"- Replaced in its entirety with Addendum "A"(Rev.1)

Except as amended by this THIRD AMENDMENT, all other provisions of City Contract C-108389 shall remain in full force and effect. This Amendment includes 4 pages, and **Addendum A—List of Updated Courses.**
(Dated June 21, 2007)

{Signature page to follow}

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: _____
DOUGLAS L. BARRY
Interim Fire Chief

DATE: _____

**For: LOS ANGELES COMMUNITY
COLLEGE DISTRICT**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO
City Attorney

FRANK T. MARTINEZ
City Clerk

By: _____
Laurel Lightner
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

Agreement Number C-108389-3 (CITY)
4500057433 (DISTRICT)

ADDENDUM A

(Rev. 1)

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

The following 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, Los Angeles City 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

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

EMT Refresher (24 hrs)
Paramedic Refresher (48 hrs)

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

Engineer Certification

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

Fire Control 2 - Basic
Operations
Auto Extrication