

MAY 20 2008

LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY  
FIRE CHIEF

May 9, 2008

BOARD OF FIRE COMMISSIONERS  
FILE NO. 08-073

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief *DLB*

SUBJECT: APPROVAL OF THE FOURTH 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 Withdrawn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, 2008 to June 30, 2009.
  - B. Ratify any ongoing services the District may have provided prior to the execution of this amendment, to the extent such services were performed in accordance with this Agreement.
  - C. Fluctuations in the Vocational Educational Training (VET) funds paid by the State to the District will result in pro rata adjustments in the VET funds paid by the District to the City.
  - D. Amend Addendum "A"(Rev.1), 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, 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 three times, 1.) to incorporate two term extensions 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, 2008.

For the student instructional hours used between July 1, 2005 and June 30, 2007, the Department received \$3,445,228 from the College. The Department estimates a receipt of \$2,200,000 for student instructional hours used between July 1, 2007 and June 30, 2008 (Fiscal Year 2007/08). For student instructional hours to be used between July 1, 2008 and June 30, 2009 (Fiscal Year 2008/09), the Department projects a receipt of \$2,200,000, subject to the availability of State funds.

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 In-Service Training Section and the Bureau of Training and Risk Management.

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

**Fiscal Impact:**

As stated earlier in this report, if this Agreement is approved for amendment, an estimated \$2,200,000 in VET funds, subject to the availability of State funds, will be received by the Department for the period July 1, 2008 through June 30, 2009 (Fiscal Year 2008/09).

**Conclusion:**

Approval of the recommendation to amend the attached Agreement will provide an estimated \$2,200,000 in VET funds, subject to the availability of State funds, to the Department for the period July 1, 2008 through June 30, 2009. 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

FOURTH 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, extends the term of the Agreement for four (4) additional one-year periods; and

**WHEREAS**, the CITY and DISTRICT desire in this fourth amendment, to exercise the third one-year extension and extend the term of Contract No. C-108389 from July 1, 2005 up to and including June 30, 2009; and

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

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

"A. This Agreement will become effective on July 1, 2008 upon signature by the duly authorized representatives of the CITY and the DISTRICT and will terminate on June 30, 2009.

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 amendment. 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, extend the overall term of this Agreement by written amendment for one (1) additional one-year period. The amendment will be subject to the performance of all terms of this Agreement by the parties.”

3. **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, 2008, 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 \$20.00 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.

4. Addendum “A”(Rev.1)- Replaced in its entirety with Addendum “A”(Rev.2)

**Except as amended by this FOURTH AMENDMENT**, all other provisions of City Contract C-108389 shall remain in full force and effect. This Amendment includes 3 pages, and **Addendum A—List of Updated Courses**.

(Dated )

{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  
Fire Chief

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

**For: LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

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

Name: James B. Watson

Title: Contracts & Purchasing Manager

**APPROVED AS TO FORM:**

**ATTEST:**

ROCKARD J. DELGADILLO  
City Attorney

KAREN E. KALFAYAN  
City Clerk

By: \_\_\_\_\_  
Laurel Lightner  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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

Agreement Number C-108389-4 (CITY)  
4500057433 (DISTRICT)

## 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, Los Angeles Fire Department, and the Los Angeles Community College District on behalf of East Los Angeles College.

Fire Update 27 Hours	Fire Instructor 2A
Fire Update 54 Hours	Fire Instructor 2B
Fire Update 81 Hours	Fire Instructor 2C
Fire Update 108 Hours	
Fire Update 135 Hours	
Fire Update 162 Hours	EMT Refresher (24 hrs)
Fire Update 189 Hours	Paramedic Refresher (48 hrs)
Fire Update 216 Hours	
Fire Update 243 Hours	Intermediate Fire Behavior
Fire Update 270 Hours	Strike Team Task Force Leader
	Division/Group Supervisor
Fire Officer Certification	Safety Officer
Fire Instructor 1A	Roof Ventilation Access
Fire Instructor 1B	Fire Service Instructor Ethics
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	