

# LOS ANGELES FIRE DEPARTMENT



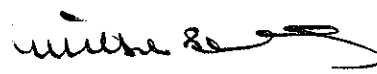
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MILLAGE PEAKS  
FIRE CHIEF

October 26, 2009

BOARD OF FIRE COMMISSIONERS  
FILE NO. 09-121

TO: Board of Fire Commissioners

FROM: Millage Peaks, Fire Chief 

SUBJECT: APPROVAL OF THE FIFTH AMENDMENT TO THE AFFILIATION 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 Withdrawn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, 2009 to June 30, 2010.
  - 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", replaced in its entirety with Addendum "A" (Revised), to provide an updated course list.
2. Direct the Commission Executive II to forward this amendment to the Mayor for review and approval, in accordance 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 four times, 1.) to incorporate three 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 terminated on June 30, 2009,

For the student instructional hours used between July1, 2005 and June 30, 2009, the Department has received a total of \$6,775,010 from the District. The Department projects a receipt of approximately \$2,200,000 for student instructional hours used between July 1, 2009 and June 30, 2010 (Fiscal Year 2009/10) if the Agreement is amended for the fifth time and the term extended for the fourth time.

The 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 Training and Support Bureau.

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, 2009 through June 30, 2010 (Fiscal Year 2009/10).

**Conclusion:**

Approval of the recommendation to approve the attached amendment 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, 2009 through June 30, 2010. 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, Training and Support Bureau

Attachment

FIFTH 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 fifth amendment, to exercise the fourth one-year extension and extend the term of Contract No. C-108389 from July 1, 2005 up to and including June 30, 2010; 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, 2005 upon signature by the duly authorized representatives of the CITY and the DISTRICT and will terminate on June 30, 2010.
- 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.

**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, 2009, 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”- Replaced in its entirety with Addendum “A”(Revised).**

**Except as amended by this FIFTH 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**.

**{Signature page to follow}**

DRAFT 2//09

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

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

**For: CITY OF LOS ANGELES**

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

MILLAGE PEAKS  
Fire Chief

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

**For: LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

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

Name: James B. Watson

Title: Contracts & Purchasing Manager

**APPROVED AS TO FORM:**

**ATTEST:**

CARMEN A. TRUTANICH  
City Attorney

JUNE LAGMAY  
City Clerk

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

Laurel L. Lightner  
Assistant City Attorney

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

Deputy City Clerk

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

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

Agreement Number C-108389-5. (CITY)  
4500057433 (DISTRICT)

**ADDENDUM A (Revised)**

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

On the following page(s) 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

Course Number

Fire Update 27 Hours	221
Fire Update 54 Hours	63
Fire Update 81 Hours	64
Fire Update 108 Hours	65
Fire Update 135 Hours	66
Fire Update 162 Hours	228
Fire Update 189 Hours	229
Fire Update 216 Hours	230
Fire Update 243 Hours	231
Fire Update 270 Hours	232

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**FIRE OFFICER CERTIFICATION**

Fire Instructor 1A	30
Fire Instructor 1B	31
Fire Prevention 1A	40
Fire Prevention 1B	41
Fire Management 1	50
Fire Command 1A	60
Fire Command 1B	61
Fire Command 1C	225
Fire Investigation 1A	70
ICS 100	91
ICS 200	220
ICS 300	93
ICS 400	94
Fire Instructor 2A	222
Fire Instructor 2B	223
Fire Instructor 2C	224
Fire Management 2E	55