

December 2, 2014

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

November 10, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-132

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: APPROVAL OF THE THIRD AMENDMENT TO THE VOCATIONAL
EDUCATION TRAINING AGREEMENT BETWEEN THE CITY OF LOS
ANGELES BY AND THROUGH ITS 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 Withdrawn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

SUMMARY

Effective July 1, 2010, the City of Los Angeles through the Fire Department entered into Agreement C-118678 with the Los Angeles Community College District on behalf of East Los Angeles College (ELAC). The Agreement consisted of an initial term of one year with four, one-year options to extend by written amendment. The Second Amendment to the Agreement combined the remaining three-year options and covered the period from July 1, 2012 through June 30, 2015.

This Third Amendment to the Agreement establishes a new rate of \$3.75 per student's instructional hour that the Los Angeles Community College District will pay the Los Angeles Fire Department. This Third Amendment to the Agreement also establishes a revised course curriculum.

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.

The Third Amendment to the 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 Third Amendment to the Vocational Education Training Agreement with the Los Angeles Community College District, covering the period from July 1, 2014 through June 30, 2015.
2. Ratify any ongoing services the Los Angeles Community College District may have provided prior to the execution of this Agreement, to the extent such services were performed in accordance with this Agreement.
3. Direct the Commission Executive Assistant II to forward this Agreement to the Mayor for review and approval, in accord with Executive Directive Number 3.
4. Subject to the approval of the Mayor and the City Attorney, authorize the Fire Chief to execute the attached Agreement with the Los Angeles Community College District.

FISCAL IMPACT

If this Third Amendment to the Agreement is approved, an estimated \$1,200,000 in VET funds will be received by the Fire Department covering the period from July 1, 2014 through June 30, 2015. These funds will provide reimbursement for training and training equipment costs in lieu of strained Fire Department budget funds and will be used to meet important training needs.

CONCLUSION

In addition to the fiscal impact noted above, approval of the Agreement will also continue college accreditation for the Fire Department's in-service and regional training programs and college credit for training received by members.

Board Report prepared by Kimberly Perry, Management Analyst II, Training and Support Bureau.

Attachment

- LA Community College District, East Los Angeles College Vocational Education Training Agreement – Third Amendment

THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
BY AND THROUGH ITS FIRE DEPARTMENT
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 third amendment to extend the term of Contract No. C-118678 from July 1, 2014 to June 30, 2015; 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 term of this Agreement will become effective on July 1, 2014 upon signature by the duly authorized representatives of the CITY and the DISTRICT and will terminate on June 30, 2015.
- 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, 2014 and terminating on June 30, 2015, the DISTRICT will pay the CITY \$3.75 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$36.00 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, February 2014).

Except as amended by this THIRD AMENDMENT, all other provisions of City Contract C-118678 shall remain in full force and effect. This Amendment includes three pages and **Addendum A—List of Updated Courses**.

{Signature page to follow}

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: _____
Ralph M. Terrazas
Fire Chief

DATE: _____

**For: LOS ANGELES COMMUNITY
COLLEGE DISTRICT**

By: _____
Dr. Ann Tomlinson
Vice President, Administrative Services
East Los Angeles College

**APPROVED AS TO FORM
AND LEGALITY:**

ATTESTED:

MIKE FEUER
City Attorney

HOLLY WOLCOTT
City Clerk

By: _____
Anthony-Paul Diaz
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

CITY Business Tax Registration Number: _____

Internal Revenue Service Tax Identification Number: _____

Said Agreement is Number: _____