

California Governor's Office of Emergency Services

Los Angeles City Fire Department

Regional US&R Response Training & Exercise Reimbursement – RTF 9

Agreement No. A231012273 A1

- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- C. In order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES shall reimburse the Fire Agency for any vacated positions that require backfilling, overtime, any related travel costs incurred by Fire Agency employees for attending training or exercise, instructor fees, facility rental fees, equipment rental fees, and consumables costs up to the amount contained in Exhibit B-1, Cost Sheet. (e.g., for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs for trainees)

8. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed, or the products produced by the Fire Agency fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
 - i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.
 - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.

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- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted prior to termination.

9. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

- First level: Jack Fry, Deputy Chief
 (916) 628-7015
 Jack.Fry@caloes.ca.gov
- Second level: Justin Freiler, Deputy Superintendent
 (805) 594-2148
 Justin.Freiler@caloes.ca.gov
- Third level: Lori Nezhura, Deputy Director
 (916) 261-4535
 Lori.Nezhura@caloes.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement, subject to thirty (30) days written notice to the Fire Agency. In the event of termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination.

Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.

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- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
- i. Cal OES shall terminate by delivering to the Fire Agency a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
 - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Fire Agency shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Fire Agency shall:
 - a) Stop work as specified in the Notice of Termination.
 - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - c) Terminate all subcontracts to the extent they relate to the work terminated.
 - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.
- E. This Agreement may be terminated at any time upon mutual written agreement between Cal OES and the Fire Agency.

11. SUBCONTRACTING PROVISIONS

- A. The Fire Agency will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully

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responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.

- D. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Fire Agency's invoice(s).
- E. If a subcontractor is a California Certified DVBE, the Fire Agency shall provide proof of payments made to DVBE subcontractor(s) at the request of Cal OES.
- F. If the Contractor has committed to the use of DVBE subcontractors, upon completion of Agreement, the Contractor shall certify that all payments have been made to the DVBE subcontractors by submitting the DVBE Subcontracting Report (STD 817). Cal OES will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in Cal OES permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000.
- G. The Fire Agency's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- H. The services may be subcontracted without limitation only when 1) the primary agreement is a subvention agreement or 2) the total of all subcontracts does not exceed \$50,000 or 25% of the total Agreement amount, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements; or all subcontracts are with one of the following entities:
 - i. A California State agency, State college or State university
 - ii. A state agency, state college or state university from another state
 - iii. A local governmental entity, including those created as a Joint Powers Authority (JPA), and including local government entities from other states.
 - iv. An auxiliary organization of the CSU, or a California community college.
 - v. The Federal Government
 - vi. A foundation organized to support the Board of Governors of the California Community Colleges
 - vii. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.

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- I. If the total of all subcontracts exceeds \$50,000 or 25% of the total Agreement amount, whichever is less, then higher levels of subcontracting are permissible if the subcontract is justified and not for the purpose of circumventing state contracting requirements, and:
 - i. Certification by the Fire Agency that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders; or
 - ii. Approval by the Cal OES' Director explaining the reason the subcontract(s) are included in this Agreement rather than being separately bid and contracted for by Cal OES and attesting that the selection of the subcontractor(s) without competitive bidding was necessary to promote the Cal OES' needs and was not done for the purpose of circumventing competitive bidding or other state contracting requirements.

12. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives written below.

For service-related inquiries:

The California Governor's Office of Emergency Services		Los Angeles City Fire Department	
NAME:	Contract Manager, Jason Kindt, Emergency Management Coordinator Instructor II	NAME:	Victoria Rodriguez, Management Analyst Adam Knabe, Battalion Chief Program Manager
ADDRESS:	10391 Peter A McCuen Mather, CA 95655	ADDRESS:	5021 Sepulveda Blvd. Sherman Oaks, CA 91403
PHONE:	(916) 628 - 3701	PHONE:	(818) 756-9677 805-660-9374
EMAIL:	Jason.Kindt@caloes.ca.gov	EMAIL:	Victoria.Rodriguez@lacity.org Adam.Knabe@lacity.org

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For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Los Angeles City Fire Department	
NAME:	Contract Analyst, Cheng Xiong	NAME:	Victoria Rodriguez, Management Analyst
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	5021 Sepulveda Blvd. Sherman Oaks, CA 91403
PHONE:	(916) 636-3655	PHONE:	(818) 756-9677
EMAIL:	Cheng.Xiong@caloes.ca.gov	EMAIL:	Victoria.Rodriguez@lacity.org

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency Name / Team Name and Team Number (RTF 9)
 - C. Description of the Services provided
 - D. Itemized Cost
 - E. Invoice Date
 - F. Invoice Number
 - G. Point of Contact and Contact Information
 - H. Address where the reimbursement is to be mailed
 - I. Total Reimbursement Amount
 - J. Reference billed to Cal OES

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees, on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources (Cal HR) website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

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4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
CSTInvoice@caloes.ca.gov & csti-fr-training@caloes.ca.gov

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
8. The Fire Agency understands that in order to ensure final payment for work performed as part of this agreement, the Cal OES Contract Manager must receive all final closeout invoices no later than June 30, 20256.

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EXHIBIT B-1 COST SHEET

The Fire Agency shall provide all labor, materials, equipment, and every other item of expense, direct or indirect (including any applicable taxes), necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	PRICE
1	Reimbursement for US&R and MOBEX training, development, and evaluation, including administrative fees**, backfill***, overtime***, instructor fees, facility rental fees, equipment rental fees, consumables****, and travel* for attending the training courses described in Exhibit A, sections 4.C, 4.D, and 4.E 4.I.C, 4.I.D, 4.I.E and 4.II	\$169,950.00 \$247,200.00
Grand Total		\$169,950.00 \$247,200.00

*The allowable cost for reimbursement under this Agreement are travel (as applicable and specified by Cal HR on their website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), backfill, overtime, instructor fees, facility rental fees, equipment rental fees, and consumables costs. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to facility rentals, equipment rentals, travel, and consumables. The maximum allowable reimbursable amount under this Agreement is ~~\$169,950.00~~ \$247,200.00.

**The Fire Agency is approved to add a 3% administrative fee for processing invoices for reimbursement.

***The backfill and overtime cost shall be reimbursed based on the staff's classification levels utilized at the Fire Agency according to the rates specified in California Fire Assistance Agreement (CFAA): <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>

**** Receipts shall be submitted for expenditures related to consumable purchases.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

~~Non-IT Services General Terms and Conditions (Rev. 04/2017):~~

~~<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>~~

~~Non-IT Services General Terms and Conditions (02/2025):~~

~~<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>~~

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ATTACHMENT 1
SAMPLE INVOICE

TEAM/FIRE AGENCY NAME

INVOICE

Street Address
City, ST ZIP Code
Phone Enter phone | Fax Enter fax
Email | Website

INVOICE # Invoice No
DATE Enter date

TO
Cal OES
3650 Schriever Ave
Mather, CA 95655
CSTIInvoices@caloes.ca.gov
CSTI-fr-training@caloes.ca.gov

FOR Project or service description
CONTRACT # A2310XXXXX

Description	Amount
Class #1 name, date, # of students	
Lodging	\$XX.XX
Tuition	\$XX.XX
Travel	\$XX.XX
Class #2 name, date, # of students	
Lodging	\$XX.XX
Tuition	\$XX.XX
Travel	\$XX.XX
3% Admin Fee	\$XX.XX
Total	\$XX.XX

Make all checks payable to 1BTEAM/FIRE AGENCY NAME
Payment is due within 45 days.
If you have any questions concerning this invoice, contact Name | Phone | Email