

LOS ANGELES FIRE DEPARTMENT



RONNIE R. VILLANUEVA
INTERIM FIRE CHIEF

October 6, 2025

BOARD OF FIRE COMMISSIONERS
FILE NO. 25-057

TO: Board of Fire Commissioners

FROM: **R/V** Ronnie R. Villanueva, Interim Fire Chief

SUBJECT: ACCEPTANCE AND CONTINUATION OF THE 2021 REGIONAL
HAZARDOUS MATERIALS RESPONSE (RHMR) TRAINING
AGREEMENT #A211006361 AMENDMENT #7 & AMENDMENT #8

FINAL ACTION:	☐ Approved	☐ Approved w/Corrections	☐ Withdrawn
	☐ Denied	☐ Received & Filed	☐ Other

SUMMARY

The Los Angeles Fire Department (LAFD) requests approval to accept Amendment 7 and 8 of the Regional Hazardous Materials Response 2021 agreement. This amendment allocates an additional \$100,000 per Amendment for a total of \$200,000 additional funds for training, exercises, travel, supplies, and administrative costs. Eligible costs under this agreement are 100% fully reimbursable.

RECOMMENDATIONS

That the Board:

1. Approve and transmit the report to the Mayor for acceptance and authority to expend Regional Hazardous Materials Response funds.
2. Request that the Mayor, subject to approval of City Council:
 - a. Accept the 2021 Regional Hazardous Materials Response (RHMR) amended agreement for an additional amount of \$200,000 for a new total of \$950,000 and any increases for the extended performance period of October 1, 2021, through June 30, 2026 as granted by California Governor's Office of Emergency Services (Cal OES), and authorize the Fire Chief, or designee, to execute any documents or agreements necessary to accept the grant on the City's behalf.
 - b. Authorize the Fire Chief to expend funds in the amount up to \$205,693.73 from LAFD's Variable Staffing Account Fund 100, Account 001098, Travel Account Fund 100, Account 002130, Equipment Account Fund 100, Account 006020, and Office and Administrative Account Fund 100, Account 006010

for all training and travel expenses incurred in accordance with the RHMR agreement terms, from Cal OES.

- c. Authorize the Controller to deposit reimbursement grant funds up to \$205,693.73 into Fund 335, Department 38, account to be determined.
- d. Authorize LAFD to transfer reimbursement grant funds from Fund 335 Department 38, Account TBD to Fund 100, Account 001098 (Variable Staffing), Fund 100, Account 002130 (Travel), Fund 100, Account 006020 (Equipment), Fund 100, Account 006010 (Office and Administrative), and Fund 100 Account 005301 (Reimbursement from Other Funds) upon submission of proper documentation by the LAFD of actual cost incurred from eligible Hazardous Materials Training Courses, subject to the review and approval of the City Administrative Officer (CAO).
- e. Authorize LAFD to prepare Controller instructions for any technical adjustments, subject to the approval of the CAO, and authorize and instruct the Controller to implement the instructions.

FINDINGS

On January 9, 2025, Standard Agreement # 6136-7 was executed between the City and Cal OES. On August 29, 2025, Standard Agreement # 6136-8 was executed to implement a hazardous materials (HAZMAT) training program to fill in the gaps across the state where there is limited or no response capability for Hazardous Materials by Rail (HMBR). The training was a requirement for LAFD to accept one of twelve Cal OES Type II Hazmat Response Vehicles (HMRV) with assigned hazmat equipment. These vehicles are the result of Assembly Bill (AB) 102 that authorized funding to establish Regional Response Teams throughout California in an effort to improve emergency response capabilities to all types of disasters.

As part of the ongoing HMRV agreement, LAFD is required to provide ongoing annual HAZMAT training to maintain response capabilities to the Regional Response Teams. Sworn personnel responding with a Type II HAZMAT Response Vehicle are required to meet current California Specialized Training Institute (CSTI) HAZMAT Specialist training requirements.

In support of annual HAZMAT response team training, Cal OES has forwarded the initial 2021 RHMR Standard Agreement #A211006361 in the amount of \$100,000.00 to LAFD. The funding will reimburse LAFD for personnel costs for training and exercises which may include backfill/OT and travel expenses for attending. The funding will also reimburse any supplies needed for training, gasoline, mileage, and includes an automatic 3% administrative fee for processing the invoices for reimbursement. The period of performance for the agreement shall be from October 1, 2021, or upon approval, whichever is later, through June 30, 2024. This was approved by Council File #22-0347. A first amendment to the agreement, which included an additional \$150,000 to spend was signed and approved during FY22-23. Cal OES submitted a second

amendment which included an additional \$125,000 which was signed on August 31, 2023, and a third amendment which included an additional \$100,000 which was signed on September 26, 2023. A fourth amendment which includes an additional \$75,000 was signed on January 3, 2024 as well as a fifth amendment was signed on May 8, 2024 which includes an additional \$50,000 and an extension to the period of performance until June 30, 2026. On October 7, 2024 a sixth amendment was signed, which includes an additional \$150,000. On January 9, 2025 a seventh amendment was signed which included an additional \$100,000. On August 29, 2025 an eighth amendment was signed which also included an additional \$100,00. The total allocation from Cal OES is now \$950,000. During the performance period, Cal OES will increase the budget on an annual basis at a rate to be determined by Cal OES. The LAFD spent \$25,687.50 in FY21-22, \$108,234.03 in FY22-23, and \$302,156.05 in FY23-24. The LAFD spent \$308,228.69 in FY 2024-25 leaving a remaining balance of \$205,693.73 to spend in FY25-26.

FISCAL IMPACT

There is no direct fiscal impact to LAFD General Fund in FY24-25. The LAFD will cover the expenditures up to \$205,693.73 and any additional increases through LAFD General Fund 100, Department 38. The Cal OES will reimburse LAFD a total up to \$205,693.73 (100%).

CONCLUSION

Board report prepared by Meritxell Capdet Karapetian, Management Analyst, Administrative Operations, Grants Section.

Attachments: A211006361-A7 Fully Executed Agreement and A211006361-A8 Fully Executed Agreement

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

A211006361

AMENDMENT NUMBER

07

Purchasing Authority Number

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Los Angeles Fire Department

2. The term of this Agreement is:

START DATE

October 1, 2021, or upon approval, whichever is later

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$850,000.00

Eight Hundred Fifty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Cal OES hereby increases the budgeted amount by \$100,000.00.

Previous contract value: \$750,000.00

New contract value: \$850,000.00

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles Fire Department

CONTRACTOR BUSINESS ADDRESS

201 North Figueroa Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Kristin Crowley

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

Kristin Crowley

DATE SIGNED

1/3/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

The California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

10391 Peter A McCuen Blvd

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Mary Rucker

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

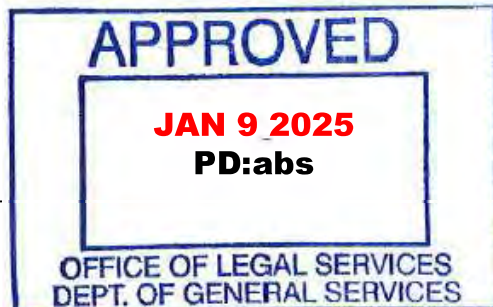
Mary Rucker

DATE SIGNED

1/8/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



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STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 13 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
A211006361	08	GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME
Los Angeles Fire Department

2. The term of this Agreement is:

START DATE
October 1, 2021, or upon approval, whichever is later

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:
\$950,000.00
Nine Hundred Fifty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Cal OES hereby increases the budgeted amount by \$100,000.00.

Previous contract value: \$850,000.00
New contract value: \$950,000.00

Cal OES hereby removes Exhibit A, SOW; Section 12, GenAI Technology Use and Reporting and updates Exhibit C, General Terms and Conditions, to include the current Terms and Conditions as indicated in red font on the attachment.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Los Angeles Fire Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
201 North Figueroa Street	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Ronnie Villanueva	Interim Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	8/27/2025

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STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
A211006361	08	GOES-0690

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

The California Governor’s Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

10391 Peter A McCuen Blvd

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Mary Rucker

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Mary Rucker

DATE SIGNED

8/28/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVED

(If Applicable)



EXHIBIT A
STATEMENT OF WORK (SOW)

LOS ANGELES FIRE DEPARTMENT
REGIONAL HAZARDOUS MATERIALS RESPONSE TRAINING REIMBURSEMENT**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires Los Angeles Fire Department, hereinafter referred to as "Fire Agency", to govern the reimbursements for the Fire Agency's costs of providing training, exercises, backfilling positions, overtime, and travel costs to allow Fire Agency staff to attend, and successfully complete, hazardous materials and terrorism response training required by Cal OES (identified in Section 6, Part G and H), specifically related to the Regional Hazardous Materials Response (RHMR) Program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for training, exercises, backfill, overtime, travel costs, and agreed upon training supplies. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES for provided hazardous materials and terrorism response training (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 of trainees).

The reimbursement will allow the Fire Agency to maintain regular staffing to avoid any degradation of services or reduction in emergency response capabilities to the local Fire Agency community during the training due to the absence of one (1) or more trainees.

The contract includes training dollars for the Fire Agency to attend and complete their certified Hazmat Technician A thru D, Hazmat Specialist F & G, Assistant Safety Officer (ASO), Hazardous Materials Continuing Challenge Workshop, Terrorism for the Hazardous Materials Technician/Specialist, Hazardous Materials Incident Commander (HMIC), Hazardous Materials Refresher, Rail Car, Terrorism / Weapons of Mass Destruction (WMD) courses provided by Federal agencies / Fire agencies, or any mutually agreed upon hazardous materials, terrorism, or other acceptable training/exercise that meets California Specialized Training Institute (CSTI) requirements/standards, or is approved by Cal OES contract manager.

In addition, Cal OES will provide reimbursement for the cost of a portion of the Cal OES sponsored hazardous materials response team members required annual physicals, to include up to \$300 for cardio treadmill examinations, and \$100 for bloodwork which tests for heavy metals, for a total of twenty-five (25) personnel trained to the hazardous materials specialist level annually.

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

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be October 1, 2021, or upon approval, whichever is later, through June 30, 2026.
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed ~~\$750,000.00~~ **\$950,000.00** and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein. Additionally, there is no obligation on Cal OES's part to utilize the entire amount.

4. PROJECT TASKS AND DELIVERABLES

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

- A. Cal OES will schedule various (CSTI) hazardous materials and terrorism response courses to maintain sustainability for the Cal OES Type II Haz Mat Response Team.
- B. Cal OES will schedule training and exercise courses to increase response capabilities for Type I responses to WMD emergencies.
- C. The Fire Agency may schedule hazardous materials and terrorism response courses approved by Cal OES. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness.
- D. The staff attending the training courses will help assure that the Fire Agency is prepared for response to hazardous materials releases within the State of California.
- E. As such, 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 will reimburse the Fire Agency for any vacated positions that require backfilling, overtime, or any related travel costs incurred by Fire Agency employees, consistent with the California Fire Assistance Act (CFAA) rates and

protocols, for attending the exercise, for negotiated costs up to the amount contained in Exhibit B-1, Cost Sheet for Personnel Costs.

- F. In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any class offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies, at no tuition charge to those agencies or their personnel. Priority is RHMR team hosting the training, RHMR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.
- G. The Fire Agency will ensure that all reimbursable training meets the CSTI requirement/standards or receive pre-approval from Cal OES.
- H. The Fire Agency will ensure that staffing of the Cal OES Type II vehicle meets the California Hazardous Materials Type II and/or Type I response capabilities Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the Fire Agency selects for training must be submitted at a minimum of thirty (30) calendar days prior to the start of class for approval by Cal OES Fire and Rescue Division.
- I. The Fire Agency will ensure the reimbursable continual training is successfully completed so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the vehicle, including when the vehicle and its staff are activated through the Cal OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.
- J. Upon such activation by Cal OES Fire and Rescue, the Fire Agency will provide a minimum of five personnel to staff the vehicle that are certified Hazardous Materials Specialists for Type II hazardous materials response, or eight personnel for Type I WMD response (certified as a WMD Specialist), one of whom must be trained to the minimum of Assistant Safety Officer Haz Mat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(R).

5. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Fire Agency is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverable due dates as described herein.

- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Fire Agency costs related to rework of unacceptable work products shall be costs of the Fire Agency and shall not be billed to Cal OES.
- E. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the course. The Fire Agency costs related to failure by staff to successfully complete the training shall be costs of the Fire Agency and shall not be billed to Cal OES.
- F. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoices by Cal OES.
- G. Invoices shall be submitted monthly utilizing the RHMR Reimbursement documents, in arrears, identifying staff by name, classification, period of service, and cost per category, as shown on the Exhibit B-1, Cost Worksheet.
 - (a) All training completed between May 1 of the previous fiscal year and April 30 of the current fiscal year shall be submitted utilizing the RHMR Reimbursement documents. Submittals shall be received no later than April 30 of the current fiscal year for the life of the contract.
- H. Payment for the tasks performed under this agreement shall be as stated in Exhibit B-1, Cost Worksheet.
- I. The Fire Agency will provide Cal OES with documentation that all members have completed required training.

6. FIRE AGENCY RESPONSIBILITIES

- A. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. The Fire Agency shall back-fill positions as required due to Fire Agency staff attending the training provided by Cal OES, using the most cost-effective means.
- D. The Fire Agency shall initially pay any costs associated for any positions that require backfill or for any overtime cost incurred by the Fire Agency employees for attending the training or exercises.

- E. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement, at the rate and method formally negotiated and agreed upon prior to the exercise, between the Fire Agency and the Civilians rostered for the exercise in those positions.
- F. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.
- G. Ensure the 25 members of their Hazmat Type II and/or Type I Team have the following certified trainings:
 - i. Hazardous Materials Technician A (all members)
 - ii. Hazardous Materials Technician B (all members)
 - iii. Hazardous Materials Technician C (all members)
 - iv. Hazardous Materials Technician D (all members)
 - v. Hazardous Materials Specialist F (all members)
 - vi. Hazardous Materials Specialist G (all members)
 - vii. Terrorism for Hazardous Materials Technician / Specialist (or equivalency per Cal OES HM Bulletin #4, the WMD Equivalency course) (all members)
 - viii. Assistant Safety Officer (only required by three (3) members)
- H. Ensure the members of their Hazmat Type II (Type I) Team are receiving continual educational opportunities to maintain competency utilizing the following certified trainings:
 - i. Hazardous Materials Incident Commander
 - ii. Hazardous Materials Refresher
 - iii. Rail Car
 - iv. Hazcat Training
 - v. Hazardous Materials Technical Reference Specialist
 - vi. Hazardous Materials Instructor Certification