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vii. Terrorism for Hazardous Materials Technician / Specialist (or equivalency per Cal OES HM Bulletin #4, the WMD Equivalency course)

viii. Hazardous Materials Continuing Challenge Workshop

ix. Cal OES Sponsored Conferences

x. Hazardous Materials or Terrorism Training with Cal OES Approval

xi. Hazardous Materials or terrorism exercises with Cal OES Approval

7. CAL OES RESPONSIBILITIES

A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.

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.

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specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes: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.

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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.

E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted and rendered 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: Larry Collins, Deputy Chief, Fire and Rescue Special Operations
(916) 845-8751
Larry.Collins@CalOES.ca.gov

Second level: Brian Marshall, Chief, Fire and Rescue
(916) 845-8711
Brian.Marshall@CalOES.ca.gov

Third level: Kim Zagaris, Response Operations Deputy Director (A)
(916) 845-8720
Kim.Zagaris@CalOES.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Fire Agency. In the event of such 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.

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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.

C. 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.

11. 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 identified below.

For service related inquiries:

The California Governor's Office of Emergency Services		**Los Angeles Fire Department**	
NAME:	Contract Manager, Chuck Tobias, Assistant Chief	**NAME:**	Brian Wall, Battalion Chief
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	**ADDRESS:**	1700 Stadium Way, Los Angeles, CA 90012
PHONE:	(559) 824-0950	**PHONE:**	(213) 893-9889
EMAIL:	Chuck.Tobias@CalOES.ca.gov	**EMAIL:**	Brian.Wall@lacity.org

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		**Los Angeles Fire Department**	
NAME:	~~Miranda Wilson~~ Felix Valencia, Contract Analyst	**NAME:**	Nicole Castro, Management Analyst

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ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	**ADDRESS:**	201 N. Figueroa St., Suite 1225 Los Angeles, CA 90012
PHONE:	(916) ~~845-8828~~ 369-4225	**PHONE:**	(213) 978-3423
EMAIL:	~~Miranda.Wilson@caloes.ca.gov~~ felix.valencia@caloes.ca.gov	**EMAIL:**	Nicole.Castro@lacity.org

~~12. GENAI TECHNOLOGY USE & REPORTING~~

~~During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.~~

~~Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.~~

~~**The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**~~

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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

   C. Service

   D. Itemized Cost

   E. Invoice Date

   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 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.

   Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Fire Agency's home or headquarters.

4. Submit invoices to:

   California Governor's Office of Emergency Services
   Accounting Unit
   APInvoices@caloes.ca.gov

5. 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 website:

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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.

6. 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.

7. 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.

8. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

9. 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 April 30, 2024.

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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, 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	Personnel Costs (Training, exercises, Backfill, overtime, travel, lodging, and per diem costs for attending the training)	~~$750,000.00~~ $950,000.00
	Total Award	~~$750,000.00~~ $950,000.00

Fire Agency travel reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Human Resources (Cal HR) for excluded state employees and Fire Agencies. These rates and policies can be found at:

http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx.

Above cost to be completed based on the classification levels staff utilized at the Fire Agency.

The Fire Agency will only be reimbursed based on the above costs. No other costs will be reimbursed without prior approval.

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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~~ 02/2025):

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

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