



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

JANICE HAHN, CHAIR
FOURTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT
LINDSEY P. HORVATH
THIRD DISTRICT
HOLLY J. MITCHELL
SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

May 21, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

67 May 21, 2024


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

AGREEMENT WITH CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES TO RECEIVE REIMBURSEMENT FOR EXPENSES INCURRED ATTENDING AND CONDUCTING URBAN SEARCH AND RESCUE TRAINING (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into agreement with the California Governor's Office of Emergency Services (Cal-OES) to receive reimbursement for expenses incurred attending and/or conducting Urban Search and Rescue (USAR) training in the amount of \$519,000 for the District's California Task Force 2 (CA-TF2) USAR team.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

1. Authorize the Fire Chief, or his designee, to enter into agreement (Enclosure) with Cal-OES to receive reimbursement for expenses incurred attending and/or conducting USAR training in the amount of \$519,000. The agreement performance period ends on June 30, 2025, with the option to extend for an additional twelve (12) months.
2. Approve and delegate authority to the Fire Chief, or his designee, to accept similar future agreements, amendments, grant awards, and extensions from Cal-OES for USAR training and exercises in the amount not to exceed \$600,000, provided such documents are reviewed and approved as to form by County Counsel.
3. Find that the Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District is requesting your Board’s approval to enter into the agreement with Cal-OES to receive reimbursement for expenses incurred attending and/or conducting USAR training for CA-TF2 USAR team members. The agreement with Cal-OES is a one-year agreement with a one-year extension option. The courses will provide initial training for new team members and continual education for existing personnel. The USAR training reimbursements cover the District’s costs for providing training, exercises, employee compensation, and travel costs to allow CA-TF2 members to attend, and complete required trainings.

This Agreement will reimburse the District for CA-TF2 members attending Federal Emergency Management Agency (FEMA) USAR instructor led trainings, or any other identified acceptable trainings required by Cal-OES specifically related to the FEMA USAR Response System program.

In addition, the delegation of authority for the Fire Chief to enter into agreements for reimbursement by participating or receiving agencies will expedite the District’s participation in such projects, specifically in responding to major emergencies. Prior to executing any agreement for reimbursement, the District will ensure that County Counsel approves the agreement as to form.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County’s Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County’s fiscal strength through long-term planning.

FISCAL IMPACT/FINANCING

The District, being a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The grant award will supplement existing revenues and will be included in the District’s Fiscal Year 2024-25 Adopted Budget.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal-OES has provided the District with specific guidelines and expenditure procedures for the administration and management of the Cal-OES FEMA US&R Response System Training Reimbursement Agreement. Unless approved by Cal-OES, the grant performance period will end June 30, 2025.

ENVIRONMENTAL DOCUMENTATION

Acceptance of this grant award does not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the District to participate and conduct joint training exercises, which will reinforce the District's readiness when responding to local, State, and federal disasters.


CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
North Operations Bureau – Technical Operations Section
Attention: Greg Short, Battalion Chief
12605 Osborne Street
Pacoima, CA 91331
Greg.Short@fire.lacounty.gov

The District contact may be reached at (323) 246-7118.

Respectfully submitted,



ANTHONY C. MARRONE

FIRE CHIEF

ACM:gsEnclosures

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER A231012383	PURCHASING AUTHORITY NUMBER (If Applicable) 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
 Consolidated Fire Protection District of Los Angeles County

2. The term of this Agreement is:
 START DATE
 January 1, 2024, or upon approval, whichever is later

THROUGH END DATE
 June 30, 2025

3. The maximum amount of this Agreement is:
 \$519,000.00
 Five Hundred Nineteen Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work (SOW)	11
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Cost Sheet	1
+ -	Exhibit C General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)
 Consolidated Fire Protection District of Los Angeles County

CONTRACTOR BUSINESS ADDRESS 1320 N. Eastern Ave	CITY Los Angeles	STATE CA	ZIP 90063
--	---------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Anthony C. Marrone	TITLE Fire Chief
--	---------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 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 Eric Swanson	TITLE Deputy Director, Finance & Administration
--	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

EXHIBIT A
STATEMENT OF WORK (SOW)

Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) Response System Training Reimbursement for Response and Readiness CA-Task Force 2**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", requires Consolidated Fire Protection District of Los Angeles County, 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 FEMA US&R Instructor Led Training (ILT) or any other identified acceptable training required by Cal OES specifically related to the FEMA US&R Response System program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for training, exercises, backfill, overtime and travel costs. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES for provided US&R response training. Courses will preferably be in the State of California as a first consideration when appropriate.

The Agreement includes funding for the Fire Agency to attend/host and complete any of the required State Fire Marshall certified trainings pertinent to team need and FIRESCOPE ICS 162 requirements and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) and FEMA US&R Instructor Led Trainings (ILT) or any mutually agreed upon US&R or other acceptable training/exercises that meets CSTI requirements/standards and is approved by Cal OES Contract Manager.

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

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be January 1, 2024, or upon approval, whichever is later, through June 30, 2025, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.
- 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 to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, Volume 1.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$519,000.00 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.

4. QUALIFICATIONS

Attendee must be a rostered member of the FEMA US&R Task Force.

5. PROJECT TASKS AND DELIVERABLES

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

- A. The Fire Agency shall schedule and advise the Contract Manager of all potential US&R Core classes and or FEMA US&R ILT response courses. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for readiness to respond to any local, regional, or state disaster or catastrophe at which their specialized US&R and technical rescue capabilities are required in support of first responder units.
- B. When hosting, in order to maximize the training benefit and build response capability statewide, the Fire Agency and Cal OES agree that priority is given to CA-TF 2 personnel, and in any case offered under this Agreement, excess training spaces (up to normal class fill) shall be open to enrollment for other FEMA CA-TF teams from other jurisdictions, at no tuition charge to those FEMA CA-TFs or their personnel, as needed.
- C. The Fire Agency shall ensure members of the CA-TF2 complete the following certified trainings pertinent to team need, as needed, and the FEMA US&R Response System Guidelines, the Firefighting Resources of California Organized for Potential Emergencies Incident Command System (FIREScope ICS) 162 requirements, and National Fire Protection Agency (NFPA) 1006 Standard for Technical Rescue Personnel Qualifications (2021), or any other training identified by the Fire Agency and approved by Cal OES Contract Manager.
 - i. US&R Core Classes to include, but not limited to:
 - a. Rope Rescue Awareness/Operations (RRA/O)

- b. Structural Collapse Specialist 1 (SCS1)
 - c. Confined Space Rescue Operations/Technician (CSRO-T)
 - d. Structural Collapse Specialist 2 (SCS2)
 - e. Trench Rescue Technician (TRT)
 - f. Rope Rescue Technician (RRT)
 - g. Machinery Rescue Technician/Heavy Vehicle Rescue Technician (MRT/HVRT)
- ii. FEMA US&R ILT classes to include, but not limited to:
- a. Task Force Leader (TFL)
 - b. Safety Officer (SO)
 - c. Rescue Specialist (RS)
 - d. Technical Search Specialist (TSS)
 - e. Canine Search Specialist (CSS)
 - f. Heavy Equipment and Rigging Specialist (HERS)
 - g. Hazmat Specialist (HS)
 - h. Medical Specialist (MS)
 - i. Logistics Specialist (LS)
 - j. Communications Specialist (CS)
 - k. Plans Team Manager (PTM)
 - l. Structural Specialist (STS)
 - m. Technical Information Specialist (TIS)
- D. The Fire Agency shall be reimbursed for travel, backfill, overtime, instructor fees, facility rental fees, and equipment rental fees, related to the trainings including the training material such as print outs, office supplies, etc. The Fire Agency shall submit the related costs for approval to the Cal OES Contract Manager using agreed upon reimbursement process.
- E. The Fire Agency shall ensure the members of the CA-TF 2 are receiving continual educational opportunities and/or refresher training to maintain competency utilizing the certified trainings required by FIREScope ICS 162 requirements and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) or any other training approved by Cal OES Contract Manager.
- F. The Fire Agency shall share a training calendar and/or staff's training certifications that reflect the completion of training courses, upon request, included in the above section (C) in order to be reimbursed for the costs of training.
- G. The Fire Agency shall ensure that staffing of the CA-TF 2 meet the CATF response capabilities and training requirements established within the FIREScope ICS 162 standards and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021). The list of personnel that the Fire Agency selects for training must be submitted

at a minimum of fifteen (15) calendar days prior to the start of class/training for approval by Cal OES / CSTI Fire and Rescue Training Unit.

- H. The Fire Agency shall ensure the reimbursable training courses are successfully completed so that the requisite number of certified FEMA US&R personnel will be available to activate and deploy through the Cal OES Fire and Rescue Mutual Aid System to provide mutual aid to larger or more complex US&R events in accordance with the California State Mutual Aid Plan.
- I. Upon activations by Cal OES Fire and Rescue, the Fire Agency shall provide the required personnel needed to fill a CA-TF team. The provided personnel's qualifications must meet the equivalent to the requirements found in the FIRESCOPE ICS 162 and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) position description and requirements for Technical Search and Rescue.
- J. Cal OES, in conjunction with the Fire Agency, shall coordinate the required FEMA US&R ILT trainings to maintain sustainability for the FEMA US&R Task Force team.
- K. The Fire Agency shall ensure that all reimbursable training meets the requirements of the FEMA US&R System and California Specialized Training Institute (CSTI) requirement/standards or receive pre-approval from Cal OES.
- L. Attendees must be a rostered member of the FEMA US&R CA-TF 2.

6. 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 that not all Fire Agency staff successfully complete training, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the training. 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 invoice by Cal OES.
- G. Invoices shall be submitted as needed utilizing the Fire and Rescue Training Unit Reimbursement documents and in arrears, identifying staff by name, classification, period of service, and cost per category, as shown on Exhibit B-1, Cost Worksheet.
- H. Payment for the tasks performed under this Agreement shall be as stated in Exhibit B-1, Cost Worksheet.
- I. The Fire Agency shall provide Cal OES with documentation that all members have completed required training.

7. FIRE AGENCY RESPONSIBILITIES

- A. This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.
- B. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- C. 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.
- D. The Fire Agency shall backfill positions as required due to Fire Agency staff attending the training provided by Cal OES that are approved by Cal OES Contract Manager using the most cost-effective means.
- E. 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.
- F. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement (CFAA), at the rate and method formally negotiated and agreed upon prior to the training or exercise between the Fire Agency and the Civilians rostered or the training or exercise in those positions.

- G. 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.

8. 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.
- 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).

9. 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.
- 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.

10. 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, CSTI Fire and Rescue Training
(916) 628-7015
Jack.Fry@CalOES.ca.gov

Second level: Justin Freiler, Deputy Superintendent CSTI
(805)594-2148
Justin.Freiler@CalOES.ca.gov

Third level: Lori Nezhura, Deputy Director
(916) 261- 4535
Lori.Nezhura@CalOES.ca.gov

11. 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.
- 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. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice.

12. SUBCONTRACTING PROVISIONS

- A. The Fire Agency will act as the 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. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Section 4, Qualifications, and must possess the qualifications during the term of the Agreement.
- D. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractor, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.
- E. 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 Contractor's invoice(s).
- F. The Fire Agency's obligation to pay its subcontractor 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.
- G. 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.
- H. 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.

13. 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		Consolidated Fire Protection District of Los Angeles County	
NAME:	Contract Manager, Jason Kindt, Emergency Management Coordinator / Instructor 2	NAME:	Greg Short, Battalion Chief / Program Manager
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	12605 Osborne St Pacoima, CA 91331
PHONE:	(916) 628-3701	PHONE:	(323) 246-7118
EMAIL:	Jason.Kindt@caloes.ca.gov	EMAIL:	Greg.Short@fire.lacounty.gov

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Consolidated Fire Protection District of Los Angeles County	
NAME:	Contract Analyst, Cheng Xiong	NAME:	Claudia Jauregui, Grant Manager
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	12605 Osborne St Pacoima, CA 91331
PHONE:	(916) 636-3655	PHONE:	(323) 236-7291
EMAIL:	Cheng.Xiong@caloes.ca.gov	EMAIL:	Claudia.Jauregui@fire.lacounty.gov

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 / CA-TF2
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date
 - F. Invoice Number

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.

4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
CSTInvoice@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.

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	Reimbursement for US&R training, development, including backfill**, overtime**, instructor fees, facility rental fees, equipment rental fees, and travel* for attending the training courses described in Exhibit A, sections 5.C, 5.D, 5E.	\$503,430.00
2	Administrative Fees ***	\$15,570.00
Grand Total		\$519,000.00

*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, and overtime. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to travel. The maximum allowable reimbursable amount under this Agreement is \$519,000.00.

**The backfill and overtime cost will 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/>

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

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>