

0220-06312-0001

TRANSMITTAL

TO The City Council	DATE 04/10/2026	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT All	

California Governor's Office of Emergency Services – Swift Water/Flood Search and Rescue Training Agreement No. A231012696-A1 – Supplemental Funding and Performance Period Extension

Approved and transmitted for further processing. See the City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 9, 2026

CAO File No. 0220-06312-0001

Council File No. 24-1137

Council District: --

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Board of Fire Commissioners Transmittal dated September 3, 2025

Subject: **CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES - SWIFT WATER/FLOOD SEARCH AND RESCUE TRAINING AGREEMENT NO. A231012696-A1 – SUPPLEMENTAL FUNDING AND PERFORMANCE PERIOD EXTENSION**

RECOMMENDATIONS

That the Council, subject to the approval by the Mayor:

1. Authorize the Fire Chief, or designee, to accept Standard Agreement A231012696-A1 in the amount of \$135,960.00, for the performance period of March 1, 2024 through June 30, 2026, as granted by the California Governor's Office of Emergency Services (CalOES), and authorize the Fire Chief, or designee, to execute any documents or agreements necessary to accept the agreement on the City's behalf, subject to the approval of the City Attorney as to form;
2. Authorize the Fire Department to deposit the receipt of the Standard Agreement funds into Fund 335, Department 38, account to be determined;
3. Authorize the Fire Department to expend funds up to an amount of \$135,960.00 from the Fire Department General Fund 100, Department 38, in various accounts such as Account 006020 (Operating Expense) for consumables and student certification fees; accounts 001012 (Salaries Sworn), 001090 (Overtime General), 001098 (Variable Staffing), and 002130 (Travel Expense) in accordance with CalOES Urban Search and Rescue Training, for the performance period granted by CalOES; and authorize the Fire Chief, or designee, to execute any documents necessary to accept the award on the City's behalf;
4. Authorize the Controller, for reimbursement purposes, to transfer the Standard Agreement funds from Fund 335, Department 38, Account to be determined, to the following Fund 100, Department 38 accounts: 001012 (Salaries Sworn), 001090 (Overtime General), 001098 (Variable Staffing), 002130 (Travel Expense) and 006020 (Operating Supplies), upon submission of proper documentation by the Fire Department of direct staff costs incurred during the performance period of the agreement; and,

5. Authorize the Fire Department to prepare Controller instructions for any technical adjustments, subject to approval of the City Administrative Officer (CAO), and authorize the Controller to implement the instructions.

SUMMARY

The California Governor's Office of Emergency Services (CalOES) supports local jurisdictions and communities through planning and preparedness activities, training, grant opportunities and facilitating the immediate response to emergencies from initial occurrence through the longer-term recovery phase. The Los Angeles Fire Department (LAFD) has been the recipient of various grants and funding offered through CalOES that has enhanced the Department's emergency response capabilities.

On May 22, 2023, Standard Agreement No. A231012696 (Agreement) was executed between the LAFD and CalOES to provide \$89,610.00 in overtime and expense funding for swift water training instructor backfill/overtime, consumables, travel expenses, student certification fees, and training administration. The initial performance period for the Agreement began from March 1, 2024 through June 30, 2025, with the option to extend for one additional twelve-month period at the original rates and terms.

The LAFD now seeks approval of Standard Agreement No. A231012696-A1 with CalOES, which will exercise the option to extend the performance period through June 30, 2026, and will increase the total maximum Agreement amount by \$46,350, from \$89,610 to \$135,960. Copies of both Standard Agreement No. A231012696-A1 and the Board of Fire Commissioners transmittal are provided as an attachment to this report.

There are 13 Cal OES Swift Water/Flood Search & Rescue Teams located throughout the State of California. These Swift Water/Flood Search & Rescue Teams conduct search and rescue in the water environment, including searching disaster areas that have become flooded, conducting rescue operations in collapsed structures inundated by floods, tsunamis, dam failure, or other water-related disasters, accessing and rescuing persons and companion animals trapped by flood waters during disasters¹. The LAFD Swift Water Rescue Team is comprised of 40 specially trained firefighters. Funding provided by this agreement will allow for instructors to train and certify new and existing Swift Water Rescue Team members. Acceptance of this Agreement will require a reimbursement process established by CalOES in which the LAFD must front-fund program expenditures in order to obtain reimbursement from CalOES.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will not have an impact on the General Fund. Anticipated expenditures totaling \$135,960, as provided by the Swift Water Training Agreement with the California Governor's Office of Emergency Services (Cal OES), will be front-funded by the Fire Department and will subsequently be fully reimbursed by Cal OES upon receipt of expenditures.

¹ <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/special-operations/>

FINANCIAL POLICIES STATEMENT

The recommendations provided in this report are in compliance with the City's Financial Policies, in that all Agreement funding will be utilized for its intended purposes.

MWS:AC:04260101c

Attachment

LOS ANGELES FIRE COMMISSION

BOARD OF
FIRE COMMISSIONERS

GENETHIA HUDLEY-HAYES
PRESIDENT

SHARON DELUGACH
VICE PRESIDENT

CORINNE TAPIA BABCOCK
JIMMY H. HARA, M.D.
JIMMIE WOODS-GRAY

NEVERLY ANN HILL
COMMISSION EXECUTIVE ASSISTANT II



KAREN BASS

Mayor

TYLER IZEN
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, SUITE 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE

(213) 978-3814 FAX

September 3, 2025

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Attn: Legislative Coordinator

[BFC 25-042] – AGREEMENT OF SWIFT WATER FLOOD/SEARCH AND RESCUE TRAINING AGREEMENT #A231012696-A1 SUPPLEMENTAL AND EXTENSION (C.F. 24-1137)

At its meeting of September 2, 2025, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted to the Mayor for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at LAFDFireCommission@lacity.org.

Sincerely,

Neverly Ann Hill
Commission Executive Assistant II

Attachment

cc: Interim Fire Chief Ronnie R. Villanueva (via email)

LOS ANGELES FIRE DEPARTMENT



RONNIE R. VILLANUEVA
INTERIM FIRE CHIEF

APPROVED: 9/2/25
BOARD OF FIRE COMMISSIONERS
BY: [Signature]
COMMISSION EXECUTIVE ASSISTANT

August 19, 2025

BOARD OF FIRE COMMISSIONERS
FILE NO. 25-042

TO: Board of Fire Commissioners
FROM: *Rv* Ronnie R. Villanueva, Interim Fire Chief
SUBJECT: ACCEPTANCE OF SWIFT WATER FLOOD/SEARCH AND RESCUE TRAINING AGREEMENT #A231012696-A1 SUPPLEMENTAL AND EXTENSION (C.F. 24-1137)

FINAL ACTION:	<input checked="" 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

The Governor's Office of Emergency Services (CalOES) has provided ongoing support of the Los Angeles City Fire Department (LAFD) through funding and training. At this time CalOES has extended an opportunity to provide funding to the LAFD for Swift Water Training Instructors.

On May 22, 2023, Standard Agreement # A231012696 was executed between the LAFD and CalOES to provide funding for swift water training instructors. In support of the training, CalOES has forwarded Standard Agreement # A231012696 in the amount of \$89,610.00 to the LAFD. The funding will reimburse the LAFD for instructor backfill/overtime, consumables, travel expenses, student certification fees, and administration for the training. The period of performance for the Agreement shall be from March 1, 2024, or upon approval, whichever is later, through June 30, 2025, with the option to extend for one additional twelve-month period at the original rates evaluated and considered. The Department's Swift Water Team is composed of 40 members. This funding will allow for instructors to train and certify new and existing Swift Water Team members. The original award is still awaiting final approval by Council and the Mayor.

The LAFD was given a final extension to June 30, 2026 and awarded an additional \$46,350.00, bringing the total contracted amount to \$135,960.00. In addition to the total amount authorized under Standard Agreement for the Swift Water Flood/Search and Rescue Training, CalOES will be responsible for payment under this contract up to \$135,960.00, pursuant to the reimbursement process established by CalOES. The City must advance payments, and then obtain reimbursement from CalOES.

FISCAL IMPACT

There is no impact on the General Fund in FY25/26. The LAFD will cover the expenditures up to \$135,960.00 through the LAFD General Fund 100, Department 38, Account 006020 (Operating Supplies), Account 001012 (Salaries Sworn), Account 001098 (Variable Staffing) and Account 001090 (Overtime General). CalOES will reimburse the LAFD a total up to \$135,960.00 (100%).

RECOMMENDATIONS

That the Board:

1. Approve and transmit the report to the Mayor and the Office of the City Administrative Officer for Committee and City Council consideration.

It is also recommended the Board request that the Mayor and City Council:

2. Accept the Standard Agreement in the amount of \$135,960.00 for the performance period of January 1, 2024 through June 30, 2026 as granted by CalOES, and authorize the Fire Chief, or designee, to execute any documents or agreements necessary to accept the agreement on the City's behalf.
3. Authorize the Fire Department to deposit the Standard Agreement funds received into Fund 335, Department 38, Account to be determined.
4. Authorize the Fire Department to expend funds up to \$135,960.00 from LAFD General Fund 100, Department 38, to various accounts such as Account 006020 (Operating Expense) for consumables and student certification fees; Account 002130 (Travel Expense); Account 001012 (Salaries Sworn), Account 001098 (Variable Staffing), in accordance with the CalOES US&R Training, for the performance period granted by CalOES; and authorize the Fire Chief or designee, to execute any documents necessary to accept the award on the City's behalf.
5. Authorize the Controller, for reimbursement purposes, to transfer the Standard Agreement funds from Fund 335, Department 38, Account to be determined, to various Fund 100, Department 38 accounts: Account 006020 (Operating Expense), Account 002130 (Travel Expense), Account 001012 (Salaries Sworn), Account 001098 (Variable Staffing), and Account 001090 (Overtime General), upon submission of proper documentation by the Fire Department of direct staff costs incurred during the agreement performance period.
6. Authorize the Fire Department to prepare Controller instructions for any technical adjustments, subject to approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

Board report prepared by Victoria Rodriguez, Management Analyst, Emergency Operations Bureau.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 0690-A231012696-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER A231012696	AMENDMENT NUMBER 01	Purchasing Authority Number GOES-0690
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 PAGES

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 City Fire Department

2. The term of this Agreement is:

START DATE

March 1, 2024, or upon approval, whichever is later

THROUGH END DATE

June 30, 2026

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

\$ 135,960.00

One Hundred Thirty Five Thousand and Nine Hundred and Sixty 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:

I. Pursuant to Pursuant to Exhibit A, Statement of Work, Section 2, Term / Period Performance, Cal OES extends the term end date from June 30, 2025 to June 30, 2026.

Current Term: 03/01/2024- 06/30/2025

New Term: 03/01/2024- 06/30/2026

II. Pursuant to Exhibit A, Statement of Work, Section 3, Budgeted Amount, Cal OES hereby increases the budgeted amount by \$46,350.00 thus increasing the total budgeted amount from \$89,610.00 to \$135,960.00.

Previous contract value: \$89,610.00

New contract value: \$135,960.00

III. Cal OES hereby adds Attachment 1, Sample Invoice, and makes various updates to Exhibit A, Statement of Work (SOW), Exhibit B, Budget Detail and Payment Provisions, Exhibit B-1, Cost Sheet, and Exhibit C, General Terms and Conditions, as indicated in red in the attached document

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 City Fire Department

CONTRACTOR BUSINESS ADDRESS

200 North Main Street

CITY

Los Angeles

STATE

CA

ZIP

90012

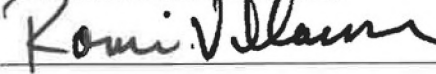
PRINTED NAME OF PERSON SIGNING

Ronnie V. Villanueva

TITLE

Interim Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

6/5/25

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID: 0690-A231012696-A1

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 PAGES

AGREEMENT NUMBER A231012696	AMENDMENT NUMBER 01	Purchasing Authority Number GOES-0690
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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
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PRINTED NAME OF PERSON SIGNING Mary Rucker	TITLE Assistant Director, Administrative Services
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CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Mary Rucker</i>	DATE SIGNED 6/10/2025
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A
STATEMENT OF WORK (SOW)

SWIFTWATER FLOOD/SEARCH AND RESCUE TRAINING REIMBURSEMENT**TEAM ONE (1)****1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires the Los Angeles City Fire Department, hereinafter referred to as "Fire Agency", to govern the reimbursements for the Fire Agency's cost of providing training, **exercises, backfilling of positions, overtime**, and travel costs to allow Fire Agency staff to attend and complete Swiftwater Flood/Search and Rescue (SF/S&R) team **training and exercises as** required by Cal OES and specifically related to the SF/S&R program. The staff attending the training **courses and exercises** will help **assure ensure** that the Fire Agency is prepared to respond to larger or more complex SF/S&R events within the State of California.

Cal OES and the Fire Agency shall use the most cost-effective means for providing funding for team training, **exercises, backfilling of positions, overtime**, and related travel costs. The intent is to provide ~~the Fire Agency~~ reimbursement for the least extraordinary costs incurred to deliver, ~~host, and/or~~ send Cal OES Swiftwater Flood/Search and Rescue (SF/S&R) team members to SF/S&R response training **and exercises the reimbursement provided under this Agreement will not cover Fire Agency's staff back-fill and overtime to attend training.**

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be March 1, 2024, or upon approval **by the Department of General Services (DGS)**, whichever is later, through June 30, 2025~~6~~, 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 ~~\$89,610.00~~\$135,960.00, 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. 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 SF/S&R courses **and exercises** upon approval of the Cal OES Contract Manager. The courses shall provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness. Attendees must be a rostered or probationary member of **the** Cal OES SF/S&R-1 team.
- B. The Fire Agency shall ensure members of the SF/S&R-1 team complete the required training pertinent to SF/S&R-1 team certification and in compliance with Firefighting Resources of California Organized for Potential Emergencies Incident Command System (FIRESCOPE) Incident Command System (ICS) 162 requirements and National Fire Protection Agency (NFPA) 1670 and 1006 Standard for Technical Rescue Personnel Qualifications (2021), and/or mutually agreed upon SF/S&R training program or other acceptable training that meets Cal OES requirements/standards and is approved by the Cal OES Contract Manager. These training courses include, but are not limited to:
 - i. ~~River and Flood Rescue Technician (RFRT)~~ Open Water Rescuer - Basic
 - ii. ~~River and Flood Boat Technician (RFRBT)~~ Water Rescue Technician
 - iii. ~~Any additional SF/S&R training approved by the Cal OES Contract Manager~~ Watercraft Rescue Technician
 - iv. Non-Motorized Watercraft Rescue Technician
 - v. Motorized Watercraft Rescue Technician
 - vi. Personal Rescue Watercraft Rescue Technician
 - vii. ~~Any~~ Additional SF/S&R training approved by the Cal OES Contract Manager.
- C. Upon **the** Cal OES Contract Manager's approval, the Fire Agency shall conduct and host the training described in section B, and will be reimbursed for travel, **exercises, backfilling positions, overtime**, instructor fees, ~~instructors'-instructor~~ backfill and overtime (when an instructor is a Fire Agency employee), facility rental fees, equipment rental fees, certificates of completion through the issuing training program administrator, and consumables related to ~~the~~ training **and exercises**, including ~~the~~ training materials, ~~such as~~

~~printingouts, and office supplies, and fuel, etc.~~

- D. The Fire Agency shall ensure the members of SF/S&R-1 are receiving continual educational opportunities and/or refresher training to maintain competency utilizing the certified training 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.
- E. The Fire Agency shall submit team training certifications that reflect ~~s~~ the completion of training courses included in the above sections (B, C, and D) ~~upon request by the Cal OES Contract Manager in order to be reimbursed for the training costs.~~

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 ~~the~~ Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverables ~~s~~ due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been 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 costs of the Fire Agency and shall not be billed to Cal OES.~~

6. 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 pay all costs associated with backfill or overtime incurred by Cal OES SF/S&R team members attending the training courses identified under this Agreement and will not be reimbursed by Cal OES.~~
- E. 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 for the training or 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 at cost to the Fire Agency.

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 a 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.

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~~
Larry Collins, Deputy Chief
(916) 845-8636
Larry.Collins@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 canceled 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 the 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.

11. 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. 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 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. 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.
- F. The services may be subcontracted without limitation only when the primary agreement is a subvention agreement, or 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.
- G. 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, Kelly Rogers, Emergency Management Coordinator Instructor II	NAME:	Victoria Rodriguez, Management Analyst
ADDRESS:	10391 Peter A McCuen Mather, CA 95655	ADDRESS:	5021 Sepulveda Blvd. Sherman Oaks, CA 91403
PHONE:	(916) 826 - 8117	PHONE:	(818) 756-9677
EMAIL:	Kelly.Rogers@CalOES.ca.gov	EMAIL:	victoria.rodriguez@lacity.org

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Los Angeles City Fire Department	
NAME:	Cheng Xiong Barbara Filipowski, Contract Analyst	NAME:	Victoria Rodriguez, Management Analyst

ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	5021 Sepulveda Blvd. Sherman Oaks, CA 91403
PHONE:	(916) 636-3655-364-4567	PHONE:	(818) 756-9677
EMAIL:	Cheng.Xiong@CalOES.ca.gov Barbara.Filipowski@caloes.ca.gov OV	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 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 / SF/S&R-1~~

~~C. Service~~

~~D. Itemized Cost~~

~~E. Invoice Date~~

~~F. Daily sign-in rosters with wet signatures~~

~~G. Copies of State Fire Training Certificates of Completion~~

A. Invoice indicates Cal OES as the recipient of charges (billed to).

B. Agreement / Contract number.

C. Fire Agency name.

D. Team name and team number

E. Invoice Number.

F. Invoice date.

G. Point of contact and contact information.

H. The complete address where the reimbursement is to be mailed.

I. Itemized costs.

J. Description of the services provided.

K. Total reimbursement amount.

Invoices shall be due and payable, and payment shall be made, only after the 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**

csti-fr-training@caloes.ca.gov

CSTIinvoice@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, ~~2025~~-2026.
9. Invoices shall be submitted as needed utilizing the Cal OES Fire and Rescue Training Unit Reimbursement documents, provided in Attachment 1, and arrears, identifying staff by name, classification, period of service, and cost per category, as shown on Exhibit B-1, Cost Worksheet.

**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 number** 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	EXTENDED PRICE
1	Reimbursement for training courses and exercises described in Exhibit A, Section 4, paragraph B, and associated travel to and from training and exercise locations*	\$87,000.00 \$132,000.00
2	Additional 3% administrative fees**	Not to exceed \$2,610.00 \$3,960.00
	Grand Total	\$89,610.00 \$135,960.00

*The allowable cost for reimbursement under this Agreement are tuition, travel (as applicable and specified by Cal HR on their website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), **backfill and overtime**, instructor fees to include instructor backfill and overtime, facility rental fees, equipment rental fees, **training materials**, certification through issuing and consumables costs. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to training **and exercise** delivery to include tuition, **travel, backfill, and overtime**, instructor fees to include backfill and overtime, facility rentals, equipment rentals, ~~travel training materials, and~~ consumables, and certificates of completion through the issuing training program administrator. ~~The b~~Backfill and overtime costs ~~for instructors~~ will be reimbursed based on the staff's classification levels utilized at the Fire Agency, according to the rates specified in **the** 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 an additional 3% administrative fee for processing invoices for reimbursement not to exceed ~~\$2,610.00~~ \$3,960.00 in total.

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>

**ATTACHMENT 1
SAMPLE INVOICE**

SAMPLE INVOICE

INVOICE

Team #/Fire Agency Name
Mail all checks to: Mailing address

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

INVOICE #:
DATE:
FOR: Project or service description)
CONTRACT #: A2310XXXX

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

Description/Itemization of Services:	Amount
Class name, date, # of students	
Lodging	\$XX.XX
Tuition	\$XX.XX
Travel	\$XX.XX
Course materials	\$XX.XX
Certificates	\$XX.XX
3% Admin Fee	\$XX.XX
Total	\$XX.XX

Make all checks payable to: Team #/Fire Agency Name
Mail all checks to: Mailing address
If you have any questions concerning this invoice, contact Name | Phone | Email