

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 18 PAGES

AGREEMENT NUMBER

A231012266

AMENDMENT NUMBER

02

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

San Bernardino County Fire Protection District

2. The term of this Agreement is:

START DATE

April 17, 2024

THROUGH END DATE

June 30, 2028

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

\$324,450.00

Three Hundred Twenty Four Thousand Four Hundred and Fifty 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 Exhibit A, Statement of Work (SOW); Section 2, Term/Period of Performance; Paragraph C., Cal OES hereby extends the end date of the period of performance from June 30, 2026 to June 30, 2028.

Current Term: 04/17/2024 - 06/30/2026

New Term: 04/17/2024 - 06/30/2028

II. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Cal OES hereby increases the budgeted amount from \$247,200.00 to \$324,450.00.

Previous contract value: \$247,200.00

New contract value: \$324,450.00

III. Cal OES hereby amends Exhibit A, Statement of Work (SOW), to update Section 1, Objective, Section 2 Term/Period of Performance, Section 3, Budgeted Amount, Section 4, Project Tasks and Deliverables, Section 9, Problem Escalation, update Section 12, Authorized Representatives; amends Exhibit B, Budget Detail and Payment Options, to update Section 8; and amends Exhibit B-1, Cost-Sheet, with the changes indicated in red font.

*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.)

San Bernardino County Fire Protection District

CONTRACTOR BUSINESS ADDRESS

598 S. Tippecanoe Ave., 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

92408

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Directors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

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AGREEMENT NUMBER A231012266	AMENDMENT NUMBER 02	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

PRINTED NAME OF PERSON SIGNING

Mary Rucker

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**

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**REGIONAL URBAN SEARCH AND RESCUE (US&R) RESPONSE TRAINING & EXERCISE  
REIMBURSEMENT –  
REGIONAL US&R TASK FORCE SIX (RTF 6)****1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires San Bernardino County Fire Protection District, 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 US&R response training and/or Mobilization Exercise (MOBEX) required by Cal OES specifically related to the Regional US&R 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 Fire Agency staff for provided urban search and rescue response training and/or MOBEX.

The reimbursement will allow the Fire Agency to maintain regular staffing to avoid 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 staff attending the training courses will help assure that the Fire Agency is prepared for response to larger or more complex urban search and rescue events within the State of California. The MOBEX 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, as needed. ~~The staff attending the MOBEX will ensure that the Fire Agency is prepared for response to US&R event within the State of California.~~ **The Fire Agency will ensure that personnel attending the MOBEX are properly trained and prepared to respond to an Urban Search and Rescue (US&R) event within the State of California.**

The contract includes training dollars for the Fire Agency to attend/host and complete their certified Regional Task Force Leader (RTFL), Regional Technical Search Specialist (RTSS), Plans Team Training (PTT), Heavy Equipment Rigging Specialist (HERS), and Safety Officer (SO) courses provided by California Specialized Training Institute (CSTI) or any mutually agreed upon US&R or other acceptable training/exercise that meets CSTI requirements/standards and is approved by Cal OES Contract Manager.

## 2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be ~~January 1, 2024~~ ~~April 17, 2024~~ ~~or upon approval by the Department of General Services, 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 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 ~~\$247,200.00~~ **324,450.00** 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:

- I. Urban Search & Rescue (US&R) Training
  - A. The Fire Agency will schedule urban search and rescue response courses at the direction of Cal OES Contract Manager. The courses will 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 member of RTF 6.
  - B. In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any case offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies/RTF teams from other jurisdictions, at no tuition charge to those agencies/RTFs or their personnel. Priority is RTF 6 team hosting the training and responders from the hosting jurisdiction.

C. The Fire Agency will ensure the members of the RTF 6 complete the following certified trainings pertinent to team need and 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. These training courses include but not limited to:

- i. Regional Task Force Leader (RTFL)
- ii. Regional Technical Search Specialist (RTSS)
- iii. Plans Team Training (PTT)
- iv. Heavy Equipment Rigging Specialist (HERS)
- v. Safety Officer (SO)
- vi. Any additional US&R training or continuing education (CE) approved by Cal OES Manager

D. The Fire Agency will ensure the members of the RTF 6 complete the required State Fire Marshall certified trainings pertinent to team need and 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. These training courses include but not limited to:

- i. Rope Rescue Awareness/Operations (RRA/O)
- ii. Structural Collapse Specialist 1 (SCS1)
- iii. Confined Space Rescue Operations/Technician (CSRO-T)
- iv. Structural Collapse Specialist 2 (SCS2)
- v. Trench Rescue Technician (TRT)
- vi. Rope Rescue Technician (RRT)
- vii. Machinery Rescue Technician/Heavy Vehicle Rescue Technician (MRT/HVRT)
- viii. Water Rescue Technician (WRT)
- ix. Motorized Watercraft Rescue Technician (MWRT)

- x. Tower Rescue Technician (TRT)
  - xi. Common Passenger Vehicle Rescue Technician (CPVRT)
  - xii. Animal Technical Rescue Awareness/Technician (ATRA/O)
  - xiii. Any additional US&R training or CE approved by Cal OES Manager
- E. When required, the Fire Agency shall conduct and host the State Fire Marshall certified trainings described in section D., and will be reimbursed for travel, backfill, overtime, instructor fees, facility rental fees, equipment rental fees, and consumables 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.
- F. The Fire Agency shall ensure the members of the RTF 6 are receiving continual educational opportunities and/or refresher training to maintain competency utilizing the certified trainings required by Fire scope Incident Command System (ICS) 162 requirements and National Fire Protection Agency (NFPA) 1006 Standard for Technical Rescue Personnel Qualifications (2021) or any other training approved by Cal OES Contract Manager.
- G. The Fire Agency shall submit a training calendar and/or staff's training certifications that reflects the completion of training courses included in the above sections (C and D) in order to be reimbursed for the costs of training.
- H. The Fire Agency shall provide staff's training certifications upon Cal OES Contract Manager's request.
- I. The Fire Agency shall ensure that staffing of the RTF meets the RTF 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 thirty (30) calendar days prior to the start of class/training for approval by Cal OES / CSTI Fire and Rescue Training Unit.
- J. The Fire Agency shall ensure the reimbursable training courses are successfully completed so that the requisite number of certified US&R personnel shall 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.
- K. Upon activations by Cal OES Fire and Rescue, the Fire Agency shall provide the required personnel needed to fill an RTF team. The provided personnel's qualifications must meet the equivalent to the requirements found in the Fire scope ICS 162 and NFPA

1006 Standard for Technical Rescue Personnel Qualifications (2021) position description and requirements for Technical Search and Rescue.

II. Mobilization Exercises (MOBEX)

A. Provide Training Exercise Plan (TEP) to include:

- i. Initial plan no later than six (6) months prior to MOBEX execution;
- ii. Midterm plan no later than three (3) months prior to MOBEX execution;
- iii. Final plan no later than thirty (30) days prior to MOBEX execution.

B. The Fire Agency shall conduct a survey of site location for capabilities, confirm address of location, and provide proposed scenarios no later than three (3) months prior to MOBEX execution.

C. The Fire Agency shall identify the number of evaluators and controllers needed to meet objectives, which RTF teams are providing them; and create an evaluator/controller roster no later than thirty (30) days prior to MOBEX execution.

D. The Fire Agency shall conduct a site walk, exercise brief, orientation of site; and review exercise scenarios with the evaluators / controllers one (1) to three (3) days prior to MOBEX execution.

E. The Fire Agency shall complete exercise set up to include staging and positioning of personnel, equipment, and consumables prior to MOBEX execution.

F. The Fire Agency, in conjunction with Cal OES, shall schedule MOBEX training to maintain sustainability for the Regional US&R Task Force.

G. The training shall consist of one (1) twelve (12) hour Mobilization Exercise which includes pre and post exercise planning; mobilization (transportation of personnel and cache); exercise operational period (establishment of base operations and onsite operations); and demobilization of personnel and cache.

H. The staff attending the MOBEX shall ensure that the Fire Agency is prepared for response to US&R event within the State of California.

I. The hosting Fire Agency shall confirm that all attendees are rostered members of the Regional US&R Task Force.

- J. The Fire Agency shall invoice for consumable items ~~to include, but not limited to,~~ **such as** lumber, concrete, steel, tool bits/blades, chain, batteries, or items that require replacement during normal wear and tear expended during training, **not to exceed the amount for consumables contained in Exhibit B-1, Cost Sheet.**
  - K. The Fire Agency shall produce and provide an After Action Report (AAR) utilizing Homeland Security Exercise and Evaluation Program (HSEEP) format to Cal OES Contract Manager within sixty (60) days from training exercise completion.
  - L. The Fire Agency shall provide exercise evaluators to support partner Regional Task Force teams for their MOBEX requirements.
    - i. The Lead Evaluator shall manage the Evaluation Team, produce the Evaluation Summary for the participating Task Force(s), and submit the evaluation results to the Fire Agency and Cal OES at the end of the training.
  - M. The Fire Agency shall ensure that all reimbursable training meets the California Specialized Training Institute (CSTI) requirement/standards or receive pre-approval from Cal OES.
  - N. The Fire Agency shall provide Cal OES a team roster along with documentation that all students have completed the required MOBEX.
- III. The Fire Agency shall submit invoices using the Sample Invoice in Attachment 1.

## 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 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 should be made, only after satisfactory completion of the training and acceptance of the invoices 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.

## 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 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.

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

## **8. PERFORMANCE**

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

Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.

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.

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.

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.

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 Contractor 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](mailto:Jack.Fry@CALOES.ca.gov)

Second level: ~~Justin Freiler, Deputy Superintendent~~ Jill Barnes, Superintendent  
(805) 594-2148 (916) 364 - 4687  
[Justin.Freiler@CalOES.ca.gov](mailto:Justin.Freiler@CalOES.ca.gov) [Jill.barnes@caloes.ca.gov](mailto:Jill.barnes@caloes.ca.gov)

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

## 10. TERMINATION OF AGREEMENT

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

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

- A. This Agreement can be immediately terminated for cause. The term “for cause” shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
  - i. Cal OES shall terminate by delivering to the Fire Agency a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
  - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Fire Agency shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Fire Agency shall:

- a) Stop work as specified in the Notice of Termination.
  - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - c) Terminate all subcontracts to the extent they relate to the work terminated.
  - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.
- E. This Agreement may be terminated at any time upon mutual written agreement between Cal OES and the Fire Agency.

## **11. SUBCONTRACTING PROVISIONS**

- A. The Fire Agency will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor 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. If a subcontractor is a California Certified DVBE, the Fire Agency shall provide proof of payments made to DVBE subcontractor(s) at the request of Cal OES.
- F. If the Contractor has committed to the use of DVBE subcontractors, upon completion of Agreement, the Contractor shall certify that all payments have been made to the DVBE subcontractors by submitting the DVBE Subcontracting Report (STD 817). Cal OES will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000, until the complete and accurate STD 817 is received. Failure to submit

this certification after given the opportunity to cure, will result in Cal OES permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000.

- G. The Fire Agency's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- H. The services may be subcontracted without limitation only when 1) the primary agreement is a subvention agreement or 2) the total of all subcontracts does not exceed \$50,000 or 25% of the total Agreement amount, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements; or all subcontracts are with one of the following entities:
- i. A California State agency, State college or State university
  - ii. A state agency, state college or state university from another state
  - iii. A local governmental entity, including those created as a Joint Powers Authority (JPA), and including local government entities from other states.
  - iv. An auxiliary organization of the CSU, or a California community college.
  - v. The Federal Government
  - vi. A foundation organized to support the Board of Governors of the California Community Colleges
  - vii. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.
- I. If the total of all subcontracts exceeds \$50,000 or 25% of the total Agreement amount, whichever is less, then higher levels of subcontracting are permissible if the subcontract is justified and not for the purpose of circumventing state contracting requirements, and:
- i. Certification by the Fire Agency that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders; or
  - ii. Approval by the Cal OES' Director explaining the reason the subcontract(s) are included in this Agreement rather than being separately bid and contracted for by Cal OES and attesting that the selection of the subcontractor(s) without competitive bidding was necessary to promote the Cal OES' needs and was not done for the purpose of circumventing competitive bidding or other state contracting requirements.

**12. AUTHORIZED REPRESENTATIVES**

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

For service-related inquiries:

The California Governor's Office of Emergency Services		San Bernardino County Fire Protection District	
<b>NAME:</b>	Jason Kindt, Contract Mgr. / Emergency Management Coordinator Instructor II	<b>NAME:</b>	<del>Donnie Vilorio</del> Nathan Lopez, Battalion Chief
<b>ADDRESS:</b>	10391 Peter A McCuen Blvd Mather, CA 95655	<b>ADDRESS:</b>	598 South Tippecanoe Ave., 2nd Floor, San Bernardino CA 92408
<b>PHONE:</b>	(916) 628-3701	<b>PHONE:</b>	(909) <del>520-5431</del> 361-9722
<b>EMAIL:</b>	<a href="mailto:Jason.kindt@caloes.ca.gov">Jason.kindt@caloes.ca.gov</a>	<b>EMAIL:</b>	<a href="mailto:dvilorio@sbcfire.org">dvilorio@sbcfire.org</a> <a href="mailto:nlopez@sbcfire.org">nlopez@sbcfire.org</a>

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		San Bernardino County Fire Department	
<b>NAME:</b>	Contract Analyst, <del>Ines Silva</del> Antonio Castaneda	<b>NAME:</b>	<del>Donnie Vilorio, Battalion Chief</del> Nidia Vargas, Management Analyst
<b>ADDRESS:</b>	10391 Peter A McCuen Blvd Mather, CA 95655	<b>ADDRESS:</b>	598 South Tippecanoe Ave., 2nd Floor, San Bernardino CA 92408
<b>PHONE:</b>	(916) <del>364-4659</del> 4626	<b>PHONE:</b>	(909) <del>520-5431</del> 387-6134
<b>EMAIL:</b>	<del>Ines.Silva@caloes.ca.gov</del> <a href="mailto:Antonio.Castaneda@caloes.ca.gov">Antonio.Castaneda@caloes.ca.gov</a>	<b>EMAIL:</b>	<del>dvilorio@sbcfire.org</del> <a href="mailto:nvargas@sbcfire.org">nvargas@sbcfire.org</a>

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
  - A. Agreement No.
  - B. Fire Agency Name / Team Name and Team Number (RTF 6)
  - C. Description of the Services provided
  - D. Itemized Cost
  - E. Invoice Date
  - F. Invoice Number
  - G. Point of Contact and Contact Information
  - H. Address where the reimbursement is to be mailed
  - I. Total Reimbursement Amount
  - J. Reference billed to Cal OES

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

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

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

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

4. Submit invoices to:

**California Governor's Office of Emergency Services**

**Accounting Unit**

[CSTInvoice@caloes.ca.gov](mailto:CSTInvoice@caloes.ca.gov) & [csti-fr-training@caloes.ca.gov](mailto:csti-fr-training@caloes.ca.gov)

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
8. The Fire Agency understands that in order to ensure final payment for work performed as part of this agreement, the Cal OES Contract Manager must receive all final closeout invoices no later than June 30, 2026~~8~~.

**EXHIBIT B-1  
COST SHEET**

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

ITEM NO.	DESCRIPTION	EXTENDED PRICE
1	Reimbursement for US&R training, development, and evaluation, including administrative fees**, backfill***, overtime***, instructor fees, facility rental fees, equipment rental fees, consumables****, and travel for attending the training courses described in Exhibit A, sections 4.I.C, 4.I.D, 4.I.E and 4.II	\$247,200.00 324,450.00
<b>Grand Total</b>		<b>\$247,200.00</b> <b>324,450.00</b>

\*The allowable cost for reimbursement under this Agreement are travel (as applicable and specified by Cal HR on their website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), backfill, overtime, instructor fees, facility rental fees, equipment rental fees, and consumables costs. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to facility rentals, equipment rentals, travel, and consumables. The maximum allowable reimbursable amount under this Agreement is ~~\$247,200.00~~ 324,450.00.

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

\*\*\*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/>

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

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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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 (02/2025):

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

**ATTACHMENT 1  
SAMPLE INVOICE**

**TEAM/FIRE AGENCY NAME**

**INVOICE**

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

**INVOICE #** Invoice No  
**DATE** Enter date

TO  
Cal OES  
3650 Schriever Ave  
Mather, CA 95655  
[CSTInvoices@caloes.ca.gov](mailto:CSTInvoices@caloes.ca.gov)  
[CSTI-fr-training@caloes.ca.gov](mailto:CSTI-fr-training@caloes.ca.gov)

**FOR** Project or service description  
**CONTRACT #** A2310XXXXX

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

Make all checks payable to TEAM/FIRE AGENCY NAME

Payment is due within 45 days.

If you have any questions concerning this invoice, contact Name | Phone | Email