

LOS ANGELES FIRE COMMISSION

BOARD OF
FIRE COMMISSIONERS

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PRESIDENT

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ERIC GARCETTI
Mayor

SUE STENGEL
INDEPENDENT ASSESSOR

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

(213) 978-3838 PHONE
(213) 978-3814 FAX

January 26, 2021

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attn: City Clerk

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Attn: Legislative Coordinator

[BFC 21-004] – ACCEPTANCE OF 2019 REGIONAL HAZARDOUS MATERIALS
RESPONSE (RHMR) TRAINING AGREEMENT #6042-2019

At its special meeting of January 19, 2021, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted concurrently to the Mayor and City Council for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Commission Executive Assistant II

Attachments

cc: Board of Fire Commissioners (without attachments)
Fire Chief Ralph M. Terrazas (without attachments)

APPROVED: 1/19/21
BOARD OF FIRE COMMISSIONERS
BY: *[Signature]*
COMMISSION EXECUTIVE ASSISTANT

JANUARY 19, 2021



LOS ANGELES FIRE DEPARTMENT

RALPH TERRAZAS
FIRE CHIEF

December 17, 2020

BOARD OF FIRE COMMISSIONERS
FILE NO. 21-004

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: ACCEPTANCE OF 2019 REGIONAL HAZARDOUS MATERIALS
RESPONSE (RHMR) TRAINING AGREEMENT # 6042-2019

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 Withdrawn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

On June 27, 2017, Standard Agreement # 6152-6 was executed between the City and the Governor's Office of Emergency Services (Cal OES) to implement a hazardous materials (hazmat) training program to fill in the gaps across the state where there is limited or no response capability for Hazardous Materials by Rail (HMBR). The training was a requirement for the Los Angeles Fire Department (LAFD) to accept one of twelve Cal OES Type II Hazmat Response Vehicles (HMRV) with assigned hazmat equipment. These vehicles are the result of Assembly Bill (AB) 102 that authorized funding to establish Regional Response Teams throughout California in an effort to improve emergency response capabilities to all types of disasters.

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

In support of annual hazmat response team training, Cal OES has forwarded the 2018 Regional Hazardous Materials Response (RHMR) Standard Agreement # 6146-2018 amended to # 6042-2019 in the amount of \$190,000.00 to the LAFD. The funding will reimburse the LAFD for backfill/overtime for hazmat training. The period of performance for the Agreement shall be from March 1, 2019, or upon approval, whichever is later, through June 30, 2021. Council File 19-0788 was approved on October 23, 2019. In FY (19-20) \$90,865.07 was spent leaving a remaining balance of \$99,134.93 in FY20-21. Standard Agreement 6042-2019 was fully executed on February 3, 2020.

RECOMMENDATIONS

That the Board:

1. Approve and transmit the report to the Mayor and City Council for acceptance and authority to expend RHMR funds.
2. Request that the Mayor and City Council:
 - a. Accept the 2019 Regional Hazardous Materials Response (RHMR) agreement in the amount up to \$99,134.93 for the performance period of March 1, 2019, through June 30, 2021 as granted by Cal OES, and authorize the Fire Chief, or designee, to execute any documents or agreements necessary to accept the grant on the City's behalf.
 - b. Authorize the Fire Chief to expend funds in the amount up to \$99,134.93 from Fire Department's variable staffing account Fund 100, Account 001098 in accordance with the RHMR agreement terms, from the Governor's Office of Emergency Services (Cal OES).
 - c. Authorize the Controller to deposit reimbursement grant funds up to \$99,134.93 from the Governor's Office of Emergency Services (Cal OES) into Fund 335, Department 38, Account to be determined.
 - d. Authorize the LAFD to transfer reimbursement grant funds from Fund 335 Department 38, Account TBD to Fund 100, Account 001098 (Variable Staffing), upon submission of proper documentation by the LAFD of actual cost incurred from eligible Hazardous Materials Training Courses, subject to the review and approval of the City Administrative Officer (CAO).
 - e. Authorize the LAFD to prepare Controller instructions for any technical adjustments, subject to the approval of the CAO, and authorize and instruct the Controller to implement the instructions.

FISCAL IMPACT

There is no direct fiscal impact to the LAFD General Fund in FY20-21. The LAFD will cover the expenditures up to \$99,134.93 through LAFD General Fund 100, Department 38, Account 001098 (Variable Staffing). The Cal OES will reimburse LAFD a total up to \$99,134.93 (100%).

Board report prepared by Jennifer Corona, Management Analyst, Emergency Operations Bureau- Homeland Security Division.

Attachment : Amended Standard Agreement # 6042-2019

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

6042-2019

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

Los Angeles Fire Department

2. The term of this Agreement is:

START DATE

March 1, 2019, or upon DGS approval, whichever is later,

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$190,000.00

One Hundred Ninety 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	8
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Sheet	1
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	2

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.)

Los Angeles Fire Department

CONTRACTOR BUSINESS ADDRESS

201 North Figueroa Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Ralph Terrazas

TITLE,

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

1/15/2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

6042-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Tabitha Stout

TITLE

Assistant Director of Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

1.19.2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED

FEB 3 2020

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Richard L. Adley

EXHIBIT A
STATEMENT OF WORK (SOW)

LOS ANGELES FIRE DEPARTMENT
REGIONAL HAZARDOUS MATERIALS RESPONSE (REIMBURSABLE)

1. OBJECTIVE

This Agreement between the California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES") and the Los Angeles Fire Department (hereinafter referred to as the "Fire Agency") shall govern the reimbursements for the Fire Agency's costs of providing training, backfilling positions, overtime, travel, and exercise costs to allow Fire Agency staff to attend, and successfully complete, hazardous materials training required by Cal OES (identified in Section 6, Part H and I), specifically related to the Regional Hazardous Materials Response (RHMR) Program. Cal OES and the Fire Agency will use the most cost effective means for providing funding to provide 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 provided hazardous materials training (e.g. for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs of trainees).

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

The contract includes \$190,000.00 training dollars for the Fire Agency to attend and complete their certified Hazmat Technician A thru D, Hazmat Specialist F & G, Assistant Safety Officer (ASO), Hazardous Materials Continuing Challenge Workshop, Terrorism for the Hazardous Materials Technician/Specialist, Hazardous Materials Incident Commander (HMIC), Hazardous Materials Refresher, or Rail Car or any mutually agreed upon hazardous materials, terrorism or other acceptable training/exercises that meets California Specialized Training Institute (CSTI) requirement/standards or is approved by Cal OES.

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

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

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be from March 1, 2019, or upon approval, whichever is later, through June 30, 2021.

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

3. BUDGETED AMOUNT

The award of this Agreement shall not exceed \$190,000.00 to provide training/exercises, backfill and overtime and travel as appropriate. Any increases to this amount shall be agreed upon by Cal OES and the Fire Agency. Additionally, there is no obligation on Cal OES's part to utilize the entire amount.

4. PROJECT TASKS AND DELIVERABLES

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

Cal OES will schedule various (CSTI) hazardous materials courses to maintain sustainability for the Cal OES Type II Haz Mat Response Team. The Fire Agency may schedule hazardous materials courses approved by Cal OES. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness. The staff attending the training courses will help assure that the Fire Agency is prepared for response to hazardous materials releases within the State of California.

As such, in order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES will reimburse the Fire Agency for any vacated positions that require backfilling, overtime, or any related travel costs incurred by Fire Agency employees, consistent with the California Fire Assistance Act (CFAA) rates and protocols, for attending the exercise, for negotiated costs up to the amount contained in Exhibit B-1, Cost Sheet for Personnel Costs.

In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any class offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies, at no tuition charge to those agencies or their personnel. Priority is RHMR team hosting the training, RHMR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.

The Fire Agency will ensure that all reimbursable training meets the (CSTI) requirement/standards or receive pre-approval from Cal OES. The Fire Agency will ensure that staffing of the Cal OES Type II vehicle meets the California Hazardous Materials Type II Response Training requirements

and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the Fire Agency selects for training must be submitted at a minimum of thirty (30) calendar days prior to the start of class for approval by Cal OES Fire and Rescue Division.

The Fire Agency will ensure the reimbursable continual training is successfully completed so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the vehicle, including when the vehicle and its staff are activated through the Cal OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.

Upon such activation by Cal OES Fire and Rescue, the Fire Agency will provide a minimum of five personnel to staff the vehicle that are certified Hazardous Materials Specialists, one of whom must be trained to the minimum of Assistant Safety Officer Haz Mat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(R).

5. ACCEPTANCE OF SERVICES

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

It shall be Cal OES's sole determination as to whether a deliverable has been successfully completed and acceptable to Cal OES. 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 time-lines and deliverable due dates as described herein.
- C. Payment for tasks performed under this Agreement shall be as stated in Exhibit B-1, Cost Worksheet. It shall be Cal OES's sole determination as to whether the tasks and deliverables identified in this Agreement have been successfully completed and are acceptable.
- D. 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.
- E. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the course.
- F. Invoices shall be submitted monthly in arrears, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1, Cost Worksheet.
- G. The Fire Agency costs related to failure by staff to successfully complete the course shall be costs of the Fire Agency, and shall not be billed to the Cal OES.

H. Fire Agency will provide Cal OES with documentation that all members have completed required training.

6. FIRE AGENCY RESPONSIBILITIES

- A. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. The Fire Agency shall back-fill positions as required due to Fire Agency staff attending the training provided by Cal OES.
- D. The Fire Agency shall initially pay any costs associated for any positions that require backfill or for any overtime cost incurred by the Fire Agency employees for attending the training or exercises.
- E. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement, at the rate and method formally negotiated and agreed upon prior to the exercise, between the Fire Agency and the Civilians rostered for the exercise in those positions.
- F. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.
- G. Back-fill positions as required due to Fire Agency staff attending the Regional Hazardous Materials Response Training provided by Cal OES.
- H. Ensure the 17 members of their Hazmat Type II Team have the following certified training:
 - i. Hazardous Materials Technician A (all members)
 - ii. Hazardous Materials Technician B (all members)
 - iii. Hazardous Materials Technician C (all members)
 - iv. Hazardous Materials Technician D (all members)
 - v. Hazardous Materials Specialist F (all members)
 - vi. Hazardous Materials Specialist G (all members)
 - vii. Assistant Safety Officer (only required by three (3) members)

- I. Ensure the members of their Hazmat Type II Team are receiving continual educational opportunities to maintain competency utilizing the following certified training:
 - i. Hazardous Materials Incident Commander
 - ii. Hazardous Materials Refresher
 - iii. Rail Car
 - iv. Hazcat Training
 - v. Hazardous Materials Technical Reference Specialist
 - vi. Hazardous Materials Instructor Certification
 - vii. Terrorism for Hazardous Materials Technician / Specialist
 - viii. Hazardous Materials Continuing Challenge Workshop
 - ix. Mutually Agreed Upon Hazardous Materials or Terrorism Training with Cal OES Approval
 - x. Hazardous Materials or terrorism exercises with Cal OES Approval

7. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

8. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed or the products produced by the Fire Agency fail to meet Cal OES's 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 (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's 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's 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 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's attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Larry Collins, Deputy Chief, Fire and Rescue Special Operations
(916) 845-8751
Larry.Collins@caloes.ca.gov

Second level: Eric Lamoureux, Deputy Director, Response & Recovery
(916) 845-8484
Eric.Lamoureux@caloes.ca.gov

Third level: Tim Perry, Chief of Staff
(916) 845-8820
Timothy.Perry@caloes.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Fire Agency. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES's 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's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

11. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below.

For service related inquiries:

The California Governor's Office of Emergency Services		Fire Agency	
NAME:	Chuck Tobias Assistant Chief	NAME:	Robert Caropino, Battalion Chief
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	1700 Stadium Way Los Angeles CA 90012
PHONE:	(916) 845-8830	PHONE:	(213) 893-9889
EMAIL:	Chuck.Tobias@caloes.ca.gov	EMAIL:	Robert.Caropino@lacity.org

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Fire Agency	
NAME:	Tim Ash, Contract Analyst	NAME:	Phil Orozco, Senior Management Analyst
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	221 N. Figueroa St., Ste. 1225 Los Angeles CA 90012
PHONE:	(916) 845-8119	PHONE:	(213) 978-3541
EMAIL:	<u>Tim.Ash@caloes.ca.gov</u>	EMAIL:	<u>Phil.Orozco@lacity.org</u>

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's sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date

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

3. Submit invoices to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

4. 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.
5. 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.
6. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
7. Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs.
8. The Contractor understands that, in order to ensure final payment for work performed as part of this agreement, the Cal OES Contract Manager must receive all final closeout invoices no later than April 30, 2021.

EXHIBIT B-1
COST SHEET

ITEM NO.	DESCRIPTION	PRICE
1	Personnel Costs (Training, exercises, backfill, overtime, travel, lodging, and per diem costs for attending the training)	\$190,000.00
	Total Award	\$190,000.00

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

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) 04/2017 are hereby incorporated by reference and can be accessed by visiting the following link:

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Cal OES by the United States Government for the Fiscal Year(s) 18/19 and 19/20 covered by this agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

2. DISPUTES

If the Fire Agency believes that there is a dispute or grievance between the Fire Agency and Cal OES arising out of or relating to this Agreement, the Fire Agency shall first discuss and attempt to resolve the issue informally with Cal OES Contract Manager. If the issue cannot be resolved at this level, the Fire Agency shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, the Fire Agency shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Fire Agency's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Fire Agency, the Supervisor shall make a determination on the problem, and shall respond in writing to the Fire Agency indicating the decision and reasons therefore. Should the Fire Agency disagree with the Supervisor's decision, the Fire Agency may appeal to the next level, following the procedure listed below.
- B. The Fire Agency must submit a letter of appeal to the Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Fire Agency's original grievance report, evidence originally submitted, and response from Supervisor. The Fire Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days

of receipt of Fire Agency's letter of appeal, review the issues raised and shall render a written decision to the Fire Agency. The decision of the Director or designee shall be final.

