

SCO ID: 0690-A221010052

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A221010052

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

City of Fresno

2. The term of this Agreement is:

START DATE

May 1, 2023 or upon approval, whichever is later

THROUGH END DATE

April 30, 2024

3. The maximum amount of this Agreement is:

\$77,250.00

Seventy Seven Thousand Two Hundred Fifty 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	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Cost Sheet	1
Exhibit C*	General Terms and Conditions	1
Exhibit D	Additional Provisions	4

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.)

City of Fresno

CONTRACTOR BUSINESS ADDRESS

4911 H Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Billy Alcorn

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

6-19-23

SCO ID: 0690-A221010052

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AGREEMENT NUMBER A221010052	PURCHASING AUTHORITY NUMBER (If Applicable) 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

Heather Carlson

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Heather Carlson

DATE SIGNED

6/20/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

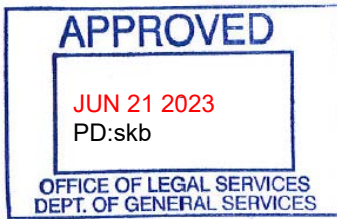


EXHIBIT A
STATEMENT OF WORK (SOW)

California Regional Task Force 5 (CA-RTF5)
Mobilization Exercise and Training

1. OBJECTIVE

The California Governor's Office of Emergency Services hereinafter referred to as "Cal OES" requires the City of Fresno, hereinafter referred to as "Fire Agency", to conduct and participate in training for one (1) twelve (12) hour operational period Mobilization Exercise (MOBEX), with an additional two (2) hours for mobilization and another two (2) hours for demobilization.

Training shall be provided from May 2023 to April 2024. This Mobilization Exercise shall provide training for new Urban Search and Rescue (US&R) and CA-RTF5 team members and continuing education for existing personnel to maintain competency. These teams aid in structural collapse rescue, or may be pre-positioned when a significant disaster threatens a community. MOBEXs are necessary to support Search and Rescue efforts, breaching/breaking efforts, shoring, canines, cranes/Heavy Equipment and Rigging Specialists (HERS), and Medical Specialists.

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

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the agreement shall be May 1, 2023, or upon approval, whichever is later, through April 30, 2024, with the option to extend for two (2) additional twelve (12) month periods at the original rates evaluated and considered.
- B. Teams shall submit a proposed date for their MOBEX within thirty (30) days after the execution of the Agreement.
- C. 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.
- D. Upon mutual consent, Cal OES and the Fire Agency may execute written amendments.

3. BUDGETED AMOUNT

The initial award of this agreement shall not exceed \$77,250.00, and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. QUALIFICATIONS

Attendees must be a rostered member of the Regional US&R Task Force.

5. PROJECT TASKS AND DELIVERABLES

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

- A. Provide Training Exercise Plan (TEP) to include:
 - (a) Initial plan no later than six (6) months prior to MOBEX execution;
 - (b) Midterm plan no later than three (3) months prior to MOBEX execution;
 - (c) Final plan no later than thirty (30) days prior to MOBEX execution.
- B. Fire Agency will 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. Fire Agency will 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. Fire Agency will 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 the MOBEX execution.
- E. Fire Agency will complete exercise set up to include staging and positioning of personnel, equipment, and consumables prior to MOBEX execution.
- F. Cal OES, in conjunction with the Fire Agency, will schedule the MOBEX training to maintain sustainability for the Regional US&R Task Force team.
- G. The training will 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 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.
- I. The staff attending the MOBEX will ensure that the Fire Agency is prepared for response to US&R event within the State of California.
- J. The hosting Fire Agency will confirm that all attendees are rostered members of the Regional US&R Task Force.
- K. Cal OES will reimburse the Fire Agency for consumable items 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.
- L. The Fire Agency will 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.
- M. The Fire Agency shall provide exercise evaluators to support partner Regional Task Force teams for their MOBEX requirements.
- N. The Lead Evaluator manages the evaluation Team and produces the Evaluation Summary for the participating Task Force(s) and submits the evaluation results to the Fire Agency and Cal OES at the end of the training.
- O. The Fire Agency will ensure that all reimbursable training meets the California Specialized Training Institute (CSTI) requirement/standards or receive pre-approval from Cal OES.
- P. The Fire Agency will provide Cal OES a team roster along with documentation that all students have completed the required MOBEX.

6. ACCEPTANCE OF SERVICES

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

- A. The Fire Agency is responsible for obtaining approval from Cal OES 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. 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.

7. FIRE AGENCY RESPONSIBILITIES

- A. This serves as a notice under Executive Order N-6-22 that as a Contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.
- B. The Fire Agency shall provide all equipment, training materials, support services 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. 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.
- E. Any modifications by the Fire Agency have to be approved by the Cal OES Contract Manager.

8. CAL OES RESPONSIBILITIES

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

- B. Cal OES shall provide access to department staff and management, offices, and operation areas, as required, to complete the tasks and activities defined under this agreement.

9. PERFORMANCE

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

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
 - i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.
 - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted prior to termination.

10. PROBLEM ESCALATION

The parties acknowledge and agree that specific technical and project-related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this

extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

- First level: Jack Fry, Deputy Chief, CSTI Fire and Rescue Training
(916) 628-7015
Jack.Fry@CalOES.ca.gov
- Second level: Alex Cabassa, Assistant Director, CSTI
(916) 845-8752
Alex.Cabassa@CalOES.ca.gov
- Third level: Larry Collins, Deputy Chief, Special Operations & Hazardous
Materials Division, Fire and Rescue Branch
(916) 845-8636
Larry.Collins@CalOES.ca.gov

11. TERMINATION OF AGREEMENT

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

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

12. SUBCONTRACTING PROVISIONS

- A. City of Fresno will act as the prime Fire Agency 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. Subcontracting is limited to other Regional Task Force teams for the sole purpose of performing the exercise evaluations, as this cannot be completed by the Primary Fire Agency.
- C. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- D. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Paragraph 4, Exhibit A. and must possess the qualifications during the term of the Agreement.
- E. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractor, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.
- F. The Fire Agency's obligation to pay its subcontractor is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. AUTHORIZED REPRESENTATIVES

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

For service-related inquiries:

The California Governor's Office of Emergency Services		City of Fresno	
NAME:	Jason Kindt, Contract Mgr. / Emergency Management Coordinator / Instructor II	NAME:	Chad Tucker Battalion Chief/RTF-5 Program Manager
ADDRESS:	10391 Peter A McCuen Mather, CA 95655	ADDRESS:	911 H Street Fresno, CA 93721
PHONE:	(916) 628 3701	PHONE:	(559) 621-4408

EMAIL:	Jason.kindt@CalOES.ca.gov	EMAIL:	Chad.tucker@fresno.gov
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For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		City of Fresno	
NAME:	Miranda Wilson Contract Analyst	NAME:	Christy Cronin Senior Management Analyst
ADDRESS:	10391 Peter A McCuen Mather, CA 95655	ADDRESS:	911 H Street Fresno, CA 93721
PHONE:	(916) 845-8828	PHONE:	(559) 621-2489
EMAIL:	Miranda.Wilson@CalOES.ca.gov	EMAIL:	Christina.cronin@fresno.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date
 - F. Invoice Number

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

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and will not be paid separately as part of this Agreement.
4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
APIInvoices@caloes.ca.gov and CSTInvoice@caloes.ca.gov

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement. The Fire Agency shall not be obligated to perform any provisions of this agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.

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

EXHIBIT B-1
COST SHEET

The Fire Agency shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, including tax, 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. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE
1	Task Force Mobilization Exercise and Training RTF5	Exercise	\$40,000.00
2	Consumables*	Not To Exceed	\$10,000.00
3	Transportation of personnel and cache	1	\$10,000.00
4	Evaluation	1	\$10,000.00
5	Personnel Planning / AAR	1	\$ 5,000.00
6	Administrative Fee	1	\$ 2,250.00
		Grand Total	\$77,250.00

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

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>