

AGREEMENT NUMBER <b>6147-6</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	California Governor's Office Of Emergency Services
CONTRACTOR'S NAME	Contra Costa County Fire Protection District
- The term of this Agreement is: **May 26, 2017, or upon DGS approval, whichever is the later, through June 30, 2018**
- The maximum amount of this Agreement is: **\$461,495.23**  
**Four Hundred Sixty One Thousand Four Hundred Ninety Five Dollars and Twenty Three Cents**
- The parties agree to comply with the terms and conditions of the following exhibits that by this reference made a part of the Agreement.

Exhibit A – Statement of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Cost Sheet	1 page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 page
Exhibit D – Special Terms and Conditions	2 pages
Attachment A – Activity Calculations	1 page

*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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Contra Costa County Fire Protection District</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeff Carman, Fire Chief</b>		
ADDRESS <b>2010 Geary Road Pleasant Hill, CA 94523</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Governor's Office of Emergency Services</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sara Stillwell, Assistant Director, Administrative Services Section</b>		<input type="checkbox"/> Exempt per:
ADDRESS <b>3650 Schriever Avenue Mather, CA 95655</b>		

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**EXHIBIT A**  
**STATEMENT OF WORK**

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**CONTRA COSTA FIRE PROTECTION DISTRICT**  
**HAZARDOUS MATERIALS BY RAIL TRAINING (REIMBURSABLE)**

**1. OBJECTIVE**

This Agreement between the California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES") and the Contra Costa Fire Protection District (hereinafter referred to as the "Fire Agency") shall govern the reimbursements for the Fire Agency's costs of backfilling positions or overtime costs to allow Fire Agency staff to attend, and successfully complete, hazardous materials training required by Cal OES (identified in Section 6, Part C), specifically related to the Hazardous Materials by Rail (HMBR) Program. Cal OES and Fire Agency will use the most cost effective means for providing funding for backfill or overtime 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.

**2. TERM/PERIOD OF PERFORMANCE**

- A. The period of performance for this Agreement shall be from May 26, 2017 or upon DGS approval, whichever is later, through June 30, 2018.
- B. Upon mutual consent, Cal OES and the Fire Agency may execute written amendments for changes to this Agreement that include time and funding.

**3. BUDGETED AMOUNT**

A. Required Training

The award of this Agreement shall not exceed \$461,495.23 to include training, 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. This contract includes \$125,000.00 training dollars for the Fire Agency to attend and complete their certified Hazmat Technician A thru D, Hazmat Specialist F & G, and Assistant Safety Officer (ASO) training that meets California Specialized Training Institute requirement/standards. This contract also includes \$1,350.00 for tuition to send three personnel to attend ASO training to be scheduled by CSTI outside of your jurisdiction. This training should be completed by June 30, 2018.

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 HMBR team hosting the training, HMBR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.

#### **4. PROJECT DELIVERABLES**

Cal OES will provide the previously mentioned financial resources to ensure Fire Agency can provide training to their 17 member Hazmat Type II Team. 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 to be back-filled or for any overtime cost incurred by Fire Agency employees for and during the time of the training and related travel, for negotiated costs up to the amount of this Agreement.

#### **5. CAL OES RESPONSIBILITIES**

- A. Designate a Contract Manager to whom all Fire Agency communications would be addressed.
- B. Provide timely review and approval of invoices, information, and documents provided by the Fire Agency within a minimum of ten (10) business days. Invoice approvals shall be subject to conditions and categories of reimbursement identified in Exhibit B, Budget Detail and Payment Provisions.

#### **6. FIRE AGENCY RESPONSIBILITIES**

- A. Designate a Contract Manager to whom Cal OES communications would be addressed and who has the authority to act on all aspects of this agreement.
- B. Back-fill positions as required due to Fire Agency staff attending the Hazardous Materials by Rail Training provided by Cal OES.
- C. 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 (three (3) members)

## 7. ACCEPTANCE OF DELIVERABLES

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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Fire agency will provide Cal OES with documentation that all members have completed required training.

## 8. PROBLEM ESCALATION

The parties acknowledge and agree certain technical and project related problems or issues may arise, and such matters shall be brought to Cal OES's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problem 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. Cal OES personnel include, but are not limited to, the following:

- First level: Lori Lopez, Emergency Services Coordinator
- Second level: Kim Zagaris, Chief, Fire and Rescue Services
- Third level: Dan Bout, Assistant Director, Response

## 9. CANCELLATION

Cal OES may exercise its option to terminate the Agreement at any time with 30 calendar days' prior written notice. In the event of such termination the Cal OES shall pay all amounts due the Fire Agency for all deliverables accepted prior to termination.

**10. PROJECT REPRESENTATIVES**

The project representatives during the term of this Agreement will be:

State:	<b>California Governor's Office of Emergency Services (Cal OES)</b>	Contractor:	<b>Contra Costa County Fire Protection District</b>
Name:	Chief Kim Zagaris c/o Lori Lopez	Name:	Jeff Carman, Fire Chief
Address:	3650 Schriever Avenue Sacramento, CA 95655	Address:	2010 Geary Road Pleasant Hill, CA 94523
Phone:	(916) 845-8711 or (916) 845-8722	Phone:	(925) 941-3500
Fax:	(916) 845-8396	Fax:	(925) 941-3319
e-mail:	<a href="mailto:Lori.Lopez@caloes.ca.gov">Lori.Lopez@caloes.ca.gov</a>	e-mail:	<a href="mailto:jcarm@cccfd.org">jcarm@cccfd.org</a>

Direct all contract inquiries to:

State:	<b>California Governor's Office of Emergency Services (Cal OES)</b>	Contractor:	<b>Contra Costa County Fire Protection District</b>
Unit:	<b>Procurement and Logistics Services Branch</b>	Unit:	
Attention:	Samantha Patrick Contract Analyst	Attention:	Jeff Carman, Fire Chief
Address:	3650 Schriever Ave Mather, CA 95655	Address:	2010 Geary Road Pleasant Hill, CA 94523
Phone:	(916) 845-8157	Phone:	(925) 941-3500
Fax:	(916) 845-8303	Fax:	(925) 941-3319
e-mail:	<a href="mailto:Samantha.Patrick@caloes.ca.gov">Samantha.Patrick@caloes.ca.gov</a>	e-mail:	<a href="mailto:jcarm@cccfd.org">jcarm@cccfd.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 as stated on Exhibit B-1, Cost Worksheet. It shall be in Cal OES's sole determination as to whether a task has been successfully completed and is acceptable. Signed acceptance is required from the Cal OES's Project Manager before processing an invoice for payment.
2. 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. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice in proportion to the number of Fire Agency students not successfully completing the course to total Fire Agency students successfully completing.
3. Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1, Cost Worksheet.
4. Submit invoices, in triplicate, with reference to Agreement number #6147-6 to:

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

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 Contract with no liability occurring to Cal OES, or offer a contract amendment to the Fire Agency to reflect the reduced amount.
7. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

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**EXHIBIT B-1  
COST WORKSHEET**

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DESCRIPTION	TOTAL COST
Course Administration	\$126,350.00
Salaries and Wages per team required to backfill behind trainee or overtime cost of trainee  (See Attachment A, Activity Calculations)	\$333,574.31
Travel  (See Attachment A, Activity Calculations)	\$1,570.92

Receipts and supporting documents for eligible reimbursements, must accompany the invoice for payment and be sent to Cal OES within two (2) weeks of administering deliverables for processing.

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 (CalHR) for excluded state employees and contractors. These rates and policies can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.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.

Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category shown above.

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

Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs per category shown above.

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS (GTC 04/2017)**

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The General Terms and Conditions, GTC 04/2017, are hereby incorporated by reference and made a part of this Agreement as if attached hereto. This document may be viewed by visiting the following link:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

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**1. RIGHT TO TERMINATE**

Cal OES reserves the right to terminate this agreement subject to 30 days written notice to the Fire Agency. 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.

However, the 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 contract. In this instance, the contract termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.

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.

**2. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT**

It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to Cal OES by the United States Government for the Fiscal Year(s) 16/17 and 17/18 covered by this agreement for the purposes of this program. In addition, this contract 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 contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

**3. 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 contract, Fire Agency shall first discuss and attempt to resolve the issue informally with the agency contract manager. If the issue cannot be resolved at this level, Fire Agency shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, 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, Fire Agency may appeal to the next level, following the procedure listed below.

- B. Fire Agency must submit a letter of appeal to the Agency Secretary 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. Fire Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Secretary 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 Secretary or designee shall be final.

**ATTACHMENT A  
 ACTIVITY CALCULATIONS**

CONTRA COSTA COUNTY FPD		TRAINING CLASSES				BACKFILL			
Member	Rank	Classes Needed	Number of Classes	\$90/Lodging & Tax (%)	Per Diem (Meal) Total	OT Hours	Backfill Hourly Rate	Cost	Total Cost
(Name)	Captain	A-G & ASO	7	\$ 293.64	\$ 230.00	336	\$ 73.09	\$ 24,557.87	\$ 25,081.51
(Name)	Captain	A-G & ASO	7	\$ 293.64	\$ 230.00	336	\$ 73.09	\$ 24,557.87	\$ 25,081.51
(Name)	Captain	A-G & ASO	7	\$ 293.64	\$ 230.00	336	\$ 73.09	\$ 24,557.87	\$ 25,081.51
(Name)	Captain	A-G	6			288	\$ 73.09	\$ 21,049.61	\$ 21,049.61
(Name)	Captain	A-G	6			288	\$ 73.09	\$ 21,049.61	\$ 21,049.61
(Name)	Captain	A-G	6			288	\$ 73.09	\$ 21,049.61	\$ 21,049.61
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Engineer	A-G	6			288	\$ 64.84	\$ 18,674.38	\$ 18,674.38
(Name)	Firefighter	A-G	6			288	\$ 58.82	\$ 16,941.11	\$ 16,941.11
(Name)	Firefighter	A-G	6			288	\$ 58.82	\$ 16,941.11	\$ 16,941.11
(Name)	Firefighter	A-G	6			288	\$ 58.82	\$ 16,941.11	\$ 16,941.11
(Name)	Firefighter	A-G	6			288	\$ 58.82	\$ 16,941.11	\$ 16,941.11
(Name)	Firefighter	A-G	6			288	\$ 58.82	\$ 16,941.11	\$ 16,941.11
									<b>\$ 335,145.23</b>

**FIRE AGENCY TOTAL COST: \$ 335,145.23**

FIRE AGENCY			
<b>Lodging Rate</b>		<b>Per Diem Rate</b>	
Rate Max	\$ 90.00	Daily Total:	\$ 46.00
Tax (%)	8.75%	Weekly:	\$ 230.00
Daily Total:	\$ 97.88	<b>Backfill Hours: 48hrs = 54 x number of classes</b>	
Weekly:	\$ 489.38		

- \*Lodging - Will reimburse up to the state rate
- \*Per Diem - Will reimburse up to the state rate
- \*Tax - Fire Agency will identify tax rate for County