

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A261017223

PURCHASING AUTHORITY NUMBER (If Applicable)

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 (CalOES)

CONTRACTOR NAME

Riverside City Fire Department

2. The term of this Agreement is:

START DATE

July 01, 2026, or upon approval, whichever is later

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$9330.00 Nine Thousand, Three hundred Thirty Dollars and No 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	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Cost Sheet	1
Exhibit C *	General Terms and Conditions	1

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.)

Riverside Fire Department

CONTRACTOR BUSINESS ADDRESS

3900 Main St

CITY

Riverside

STATE

CA

ZIP

92522

PRINTED NAME OF PERSON SIGNING

Mike Futrell

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Office of Emergency Services

CONTRACTING AGENCY ADDRESS

10391 Peter 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)

SCM, Vol. 1, 4.04, A.2

EXHIBIT A
STATEMENT OF WORK (SOW)

**FEMA US&R California - Task Force 6 / Riverside City Fire Department Dangerous Goods
Training (REIMBURSABLE)**

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires Riverside City Fire Department / FEMA Urban Search & Rescue (US&R) California - Task Force 6, hereinafter referred to as "Contractor", to govern some of the reimbursements for the costs of members completing Dangerous Goods Training. The webinar-based training will be specific to covering the (DOT) Department of Transportation's Hazardous Materials Regulations 49(CFR) Code of Regulations, International Air Transport Association (IATA) Dangerous Goods Regulations and Military Airlift Manual (AFMAN 24-604) Regulations to include shipping lithium batteries used by the FEMA US&R California teams. This course is also a required course for the logistics specialist personnel assigned to the FEMA US&R California Task Forces and is tailored to specifically meet training and exercise needs.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be July 1, 2026, or upon approval, whichever is later, through June 30, 2027, with the option to extend for one (1) additional three (3) month term at the original rates evaluated and considered.
- B. The Contractor 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 Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Contractor 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.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$9,330.00 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

The Contractor must complete the training course by an IATA Certified Training Instructor, Department of Defense Training Instructor, and former Educational Director for the National Institute of Packaging, Handling and Logistics Engineers (NIPHLE).

5. PROJECT TASKS AND DELIVERABLES

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

- A. Provide invoices for one initial and two recertification dangerous goods classes for up to 15 students per session, covering Department of Transportation (D.O.T.'s) Hazardous Materials Regulations 49CFR, IATA Dangerous Goods Regulations and Military Airlift Manual (AFMAN 24-604), to include an overview of shipping lithium batteries. Any changes to the course date will be coordinated between Cal OES and the Contractor.
 - i. Initial Training: 4 Days – October 19-22, 2026, and or October 26-29, 2026
 - ii. Refresher Training: 3 Days – October 20-22, 2026, and or October. 27-29, 2026
 - 1. Refresher Students to start on Day 2 of Initial class
 - 2. Classes are 8 hours and start approx. 8:30 AM PST
 - iii. Training will include all documentation, marking, labeling, certification, and packaging for shipments moving by ground, commercial, and military aircraft as it pertains to US&R Cache.
 - iv. Upon successful completion of a test, the contractor shall provide each student with a certificate stating their accomplishment and certification.
 - v. The Contractor and Cal OES will receive electronic copies of each student's certificate, course evaluations, and class rosters.

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 Contractor is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.

- B. The Contractor shall meet all timelines and deliverable due dates as described herein.
 - A. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
 - B. The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor and shall not be billed to Cal OES.

7. CONTRACTOR 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 Contractor shall provide all equipment and/or material necessary to perform the required duties outlined herein.
- C. The Contractor 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 Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.

8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Contractor 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 Contractor 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 Contractor as a result of this SOW. Should the work performed

or the products produced by the Contractor 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 Contractor of such problems in writing within five (5) business days.
- B. The Contractor 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 Contractor plans to mitigate the issue.
 - i. Failure by the Contractor to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the contract.
- C. Cal OES will, within five (5) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor 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 Contractor 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 Contractor for all work accepted prior to termination.

10. 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 CSTI Fire and Rescue Training Unit
 (916) 628-7015
 Jack.fry@caloes.ca.gov

Second level: Dr. Jill Barnes CSTI Superintendent
(916) 364-4687
Jill.barnes@caloes.ca.gov

Third level: Lori Nezhura, Deputy Director
(916) 261-4535
Lori.Nezhura@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 Contractor. In the event of termination, Cal OES shall pay all amounts due the Contractor 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 Contractor 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 Contractor.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor 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 Contractor 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 Contractor 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 Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor 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 Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

12. This Agreement may be terminated at any time upon mutual written agreement between Cal OES and the Contractor. SUBCONTRACTING PROVISIONS

No Subcontracting is allowable under this Agreement

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		Riverside City Fire Department	
NAME:	Contract Manager, Jason Kindt Emergency Management Coordinator/Instructor II	NAME:	Battalion Chief, Pat Hopkins
ADDRESS:	10391 Peter A. McCuen Blvd. Mather, CA 95655	ADDRESS:	3401 University Ave Riverside CA 92501
PHONE:	(916) 628-3701	PHONE:	(951) 584-5800
EMAIL:	Jason.kindt@caloes.ca.gov	EMAIL:	phopkins@riversideca.gov

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Riverside City Fire Department	
NAME:	Carrie Koch, Contract Analyst	NAME:	Mike Avila, Administrative Services Manager
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	3401 University Ave Riverside CA 92501
PHONE:	(916) 369-4258	PHONE:	(951) 826-5323
EMAIL:	Carrie.Koch@CalOES.ca.gov	EMAIL:	mavila@riversideca.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. Reference billed to Cal OES
 - B. An agreement/contract number
 - C. The Agency Name
 - D. Team name and team Number / CA-TF6
 - E. Invoice number
 - F. Invoice date
 - G. Point of contact and contact information
 - H. Location where the reimbursement is to be mailed
 - I. Itemized Costs
 - J. Description of the services provided
 - K. Total reimbursement amount

Invoices shall be due and payable, and payment shall be made, only after Cal OES' 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

Please send an Electronic Copy of Invoice to CSTInvoice@CalOES.ca.gov &
csti-fr-training@CalOES.ca.gov

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 contractor or to furnish any other considerations under this Agreement and the contractor 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 contractor 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.

EXHIBIT B-1
COST SHEET

The training provider shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A. 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	UNIT PRICE	UNIT OF MEASURE
1	Dangerous Goods Training; Initial October 19-22, 2026	\$ 1150	Each Participant
2	Dangerous Goods Training; Initial October 26-29, 2026	\$ 1150	Each Participant
3	Dangerous Goods Training; Recertification October 20-22, 2026	\$ 980	Each Participant
4	Dangerous Goods Training; Recertification October 27-29, 2026	\$ 980	Each Participant

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 (02/2025):

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