

File ID: 2026-01208

6/23/2026

[Contract] California Governor's Office of Emergency Services (Cal OES) Mobilization Exercise (MOBEX) Reimbursement

File ID: 2026-01208

Location: Citywide

Recommendation: Adopt a **Resolution** authorizing the City Manager or designee to: 1) execute a contract with California Governor's Office of Emergency Services (Cal OES) for participation in a mobilization exercise (MOBEX); 2) establish the 2026/27 CA-TF7 US&R MOBEX Externally Funded Program (E12000400); 3) establish the revenue and expenditure budget in the 2026/27 CA-TF7 US&R MOBEX Program (E12000400) for an amount up to \$519,000 in the Externally Funded Program Fund (Fund 2703); and 4) accept reimbursement from Cal OES for all MOBEX expenses.

Contact: Pat Costamagna, Assistant Chief, (916) 808-1609,
pcostamagna@sfd.cityofsacramento.org, Fire Department

Presenter: None

Attachments:

1-Description/Analysis

2-Resolution

3-State of California Standard Agreement for Mobilization Exercise

Description/Analysis

Issue Detail: The City of Sacramento is the sponsoring agency for the California Task Force Seven (CA-TF7) Urban Search and Rescue (US&R) Team. The California Governor's Office of Emergency Services (Cal OES) has requested the City of Sacramento's Urban Search & Rescue Task Force Seven (CA-TF7) to plan, organize, participate, and process administrative activities related to the mobilization exercise (MOBEX) to be scheduled during the period of the agreement between July 1, 2026 through June 30, 2028 with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.

Policy Considerations: The recommendations in this report are in accordance with City Code section 3.04.020, which mandates that income and expenditure in excess of two hundred and fifty thousand dollars or more require approval of the City Council.

Economic Impacts: None.

Environmental Considerations: Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials which are not made for purposes of a public construction project, do not constitute a “project” and are exempt from the California Environmental Quality Act (CEQA) CEQA Guidelines, Section 15061(b) (3), 15378 (b) (2).

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City of Sacramento is the sponsoring agency for the CA-TF7 US&R Team. The team also includes numerous participating agencies from the Greater Sacramento area and various affiliated personnel.

The City of Sacramento Fire Department is responsible for organizing, equipping, and maintaining the specialized equipment cache; training task force personnel, and mobilizing the team upon activation. This MOBEX is an opportunity for CA-TF7 to prepare and practice in simulated conditions to test existing resources and allow for lessons learned from this exercise to be cataloged and tracked for potential future applications. Staff recommends authorization for the City Manager, or the City Manager’s designee, to execute and accept reimbursement for participation in this exercise.

Financial Considerations: The approval and adoption of the attached agreement does not augment the Fire Department General Fund budget nor is there any obligation on the part of the City for matching funds. The funds received from Cal OES will be used for expenses, including but not limited to personnel costs, consumables, support fees, evaluation and administrative costs resulting from participation in the MOBEX.

Staff is recommending the 2026/27 CA-TF7 US&R MOBEX Externally Funded Program (E12000400) along with the revenue and expenditure budgets be established for an amount up to \$519,000 in the Externally Funded Program Fund (Fund 2703).

Local Business Enterprise (LBE): Staff will follow the local business enterprise guidelines when purchasing any supplies or services.

RESOLUTION NO.

Adopted by the Sacramento City Council

June 23, 2026

AGREEMENT: CALIFORNIA TASK FORCE SEVEN (CA-TF7) URBAN SEARCH AND RESCUE (US&R) TEAM'S CAL OES MOBILIZATION EXERCISE (MOBEX) (E12000400)

BACKGROUND

- A. The City of Sacramento Fire Department has been the sponsoring agency for the Federal Emergency Management Agency's (FEMA) Urban Search & Rescue program (US&R), California Task Force Seven (CA-TF7) since the inception of US&R in the early 1990's. The City of Sacramento Fire Department coordinates the assemblage of personnel with the necessary skills sets to respond as CA-TF7 to disasters. CA-TF7 has responded for emergency assistance to the terrorist attack of the World Trade Center in New York, to the Gulf Coast in the aftermath of Hurricane Katrina, to the Oso Washington mudslides, and various other events.
- B. The City of Sacramento Fire Department is responsible for organizing, equipping, and maintaining the specialized equipment cache, training task force personnel, and mobilizing the CA-TF7 upon activation. This MOBEX is an opportunity for CATF7 to prepare and practice in simulated conditions to test existing resources and allowing for lessons learned from this exercise to be cataloged and tracked for potential future applications.
- C. The California Governor's Office of Emergency Services (Cal OES) has requested that the CA-TF7 plan, organize, participate and process administrative related activities related to the Mobilization Exercise (MOBEX) scheduled from July 1, 2026, through June 30, 2028, as the period of performance.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to execute State of California Standard Agreement No. A221009909 between Cal OES and City of Sacramento.
- Section 2. An Externally Funded Program shall be established for the 2026/27 CA-TF7 US&R MOBEX (E12000400).
- Section 3. A revenue and expenditure budget in the amount of \$519,000 shall be established for the 2026/2027 CA-TF7 US&R MOBEX (E12000400) in the Externally Funded Program Fund (Fund 2703).
- Section 4. The City of Sacramento Fire Department is authorized to accept reimbursement Cal OES for any and all MOBEX expenses.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER A261017064	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
 Sacramento Fire Department

2. The term of this Agreement is:

START DATE
 July 1, 2026, or upon approval, whichever is later

THROUGH END DATE
 June 30, 2028

3. The maximum amount of this Agreement is:
 \$519,000.00 Five Hundred Thousand Nineteen 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	Scope of Work	12
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.)
 Sacramento Fire Department

CONTRACTOR BUSINESS ADDRESS 5770 Freeport Blvd., Suite 200	CITY Sacramento	STATE CA	ZIP 95822
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Maraskeshia Smith	TITLE City Manager
---	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Governor's 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)
--	---------------------------

EXHIBIT A
STATEMENT OF WORK (SOW)

FEMA US&R California Mobilization Exercise and Training
- CA-Task Force 7

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", requires Sacramento Fire Department, hereinafter referred to as "Fire Agency", to govern the reimbursements for the costs of providing the Mobilization Exercise (MOBEX), and or any other identified acceptable training required by Cal OES, specifically related to the Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) Instructor Led Training (ILT) within the FEMA US&R Response System program. The MOBEX will allow Cal OES and the Fire Agency assignee agencies to attend, and successfully complete MOBEX requirements identified in training scheduled by Cal OES, specifically related to the FEMA US&R California MOBEX Program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for the Fire Agency MOBEX.

The Agreement includes funding for the Fire Agency to participate in a thirty-six (36) hour operational period MOBEX, with an additional six (6) hours for mobilization and six (6) hours demobilization for forty-eight (48) hours total. In addition, funding may be utilized to support modular-type exercises (typically 12 hours) designed to evaluate specific components of task force operations (e.g., mobilization, transportation, Base of Operations (BOO) establishment, onsite operations, or demobilization). These exercises may be conducted independently or in conjunction with the Mobilization Exercise to strengthen operational readiness and task force proficiency. The Agreement also includes funding for the Fire Agency to attend/host and complete any of 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) and FEMA US&R Instructor Led Trainings (ILT) or any mutually agreed upon US&R or other acceptable training/exercises that meets CSTI requirements/standards and is approved by Cal OES Contract Manager.

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 July 1, 2026, or upon approval, whichever is later, through June 30, 2028, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.

- 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.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$519,000.00 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

Attendee must be a rostered or probationary member of the FEMA 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. The Fire Agency shall submit a proposed date for their MOBEX within thirty (30) days after the execution of the Agreement.
- B. The Fire Agency shall 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.
- C. 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.
- D. The Fire Agency shall identify the number of evaluators and controllers needed to meet objectives, which FEMA US&R teams are providing them; and create an evaluator/controller roster no later than thirty (30) days prior to MOBEX execution.

- E. 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 the MOBEX execution.
- F. The Fire Agency shall complete exercise set up to include staging and positioning of personnel, equipment, and consumables prior to MOBEX execution.
- G. Cal OES, in conjunction with the Fire Agency, will schedule the MOBEX training to maintain sustainability for the FEMA US&R Task Force team.
- H. The training shall consist of one (1) thirty-six (36) 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.
- I. In addition, funding may be utilized to support Modular-type exercises designed to evaluate specific components of task force operations (e.g., mobilization, transportation, Base of Operations (BOO) establishment, onsite operations, or demobilization). Such exercises may be conducted independently or in conjunction with the Mobilization Exercise to enhance operational readiness and task force proficiency per FEMA US&R Training and Exercise Requirements.
- J. Funding may also be used to support the delivery of System-approved core training courses or other training needs identified by the Task Force and approved by the Cal OES Contract Manager, to ensure alignment with program objectives and operational requirements per FEMA US&R Training and Exercise Requirements.
- K. The MOBEX shall 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. The staff attending the MOBEX will ensure that the Fire Agency is prepared for response to US&R event within the State of California.
- L. The hosting Fire Agency shall confirm that all attendees are rostered members of the FEMA US&R Task Force.
- M. Cal OES shall 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.

- N. 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. All AAR must be received prior to the Agreement end date.
- O. The AAR shall also include support fee details related to mobilization, transportation, base of operations and demobilization.
- P. The Fire Agency shall provide exercise evaluators to support partner FEMA US&R teams for their MOBEX requirements.
 - i. The Fire Agency shall provide a Lead Evaluator, who shall manage the Evaluation Team and 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.
- Q. 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.
- R. The Fire Agency shall provide Cal OES a team roster along with documentation that all students have completed the required MOBEX.
- S. The Fire Agency shall ensure members of the CA-TF7 complete MOBEX before providing/attending certified trainings related to the FEMA US&R Response System Guidelines, the FIRESCOPE ICS 162 requirements, and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021), or any other training identified by the Fire Agency described in Section 5. R., below, and approved by Cal OES Contract Manager.
- T. The Fire Agency shall schedule and advise the Contract Manager of all potential US&R Core classes and or FEMA US&R ILT response courses, to be approved by Cal OES Contract Manager.
 - i. US&R Core Classes to include, but not limited to:
 - a. Rope Rescue Awareness/Operations (RRA/O)
 - b. Structural Collapse Specialist 1 (SCS1)
 - c. Confined Space Rescue Operations/Technician (CSRO-T)
 - d. Structural Collapse Specialist 2 (SCS2)
 - e. Trench Rescue Technician (TRT)
 - f. Rope Rescue Technician (RRT)
 - g. Machinery Rescue Technician/Heavy Vehicle Rescue Technician (MRT/HVRT)

- h. Common Passenger Vehicle Rescue Technician (CPVRT)
 - i. Animal Technical Rescue Awareness/Technician (ATRA/T)
 - j. Tower Rescue Technician (TRT)
 - k. Heavy Vehicle Rescue Technician
 - l. Water Rescue Awareness/Operations (WRA/O)
 - m. Water Rescue Technician (WRT)
 - n. Motorized Watercraft Rescue Technician (MWRT)
 - o. Any additional US&R training or CE approved by the Cal OES Contract Manager
- ii. FEMA US&R ILT classes to include, but not limited to:
- a. Task Force Leader (TFL)
 - b. Safety Officer (SO)
 - c. Rescue Specialist (RS)
 - d. Technical Search Specialist (TSS)
 - e. Canine Search Specialist (CSS)
 - f. Heavy Equipment and Rigging Specialist (HERS)
 - g. Hazmat Specialist (HS)
 - h. Medical Specialist (MS)
 - i. Logistics Specialist (LS)
 - j. Communications Specialist (CS)
 - k. Plans Team Manager (PTM)
 - l. Structural Specialist (STS)
 - m. Technical Information Specialist (TIS)
 - n. Any additional US&R training or CE approved by the Cal OES Contract Manager
- U. The Fire Agency shall be reimbursed for travel, backfill, overtime, instructor fees, facility rental fees, and equipment rental fees, related to the trainings in the above section (R), 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.
- V. The Fire Agency shall share a training calendar and/or staff's training certifications that reflect the completion of training courses, upon request, included in the above section (R) in order to be reimbursed for the costs of training.

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 California Specialized Training Institute Fire and Rescue Senior Coordinator 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.
- F. Invoices can 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.

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 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.

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.
- 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 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 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: Jill Barnes, 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 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.

12. SUBCONTRACTING PROVISIONS

- A. The Fire Agency will act as the 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. Subcontracting is limited to other FEMA US&R 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.
- G. 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.
- H. 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.

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		Sacramento Fire Department	
NAME:	Contract Manager, Jason Kindt, Emergency Management Coordinator / Instructor 2	NAME:	Chris Costamagna, Fire Chief
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	5770 Freeport Blvd., Suite 200 Sacramento CA 95822
PHONE:	(916) 628-3701	PHONE:	(916) 808-2200
EMAIL:	Jason.Kindt@caloes.ca.gov	EMAIL:	ccostamagna@sfd.cityofsacramento.org

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Sacramento Fire Department	
NAME:	Jairo Turnill, Contract Analyst	NAME:	Ashley Aslin Administrative Officer Fire Department Finance Division
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	5770 Freeport Blvd., Suite 200 Sacramento CA 95822
PHONE:	(916) 845-8932	PHONE:	(916) 808-0024
EMAIL:	Jairo.turnil@CalOES.ca.gov	EMAIL:	aslin@sfd.cityofsacramento.org

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-TF7
 - 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. 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

CSTInvoice@caloes.ca.gov & 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.

**EXHIBIT B-1
COST SHEET**

The Fire Agency 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, 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	PRICE
1	FEMA US&R California Task Force 7 Mobilization Exercise and Training, US&R training, development, including backfill*, overtime*, instructor fees, facility rental fees, equipment rental fees, and travel** for attending the training courses described in Exhibit A, section 5.Q	\$402,000.00
2	Consumables***	\$60,000.00
3	Support Fees (Transportation, equipment cache rehab, etc.)	\$12,000.00
4	Evaluation	\$30,000.00
5	Administrative Fees****	\$15,000.00
Grand Total		\$519,000.00

* 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.

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

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>