

**AMENDMENT NO. 1 TO CONTRACT NO. S23187799
BETWEEN THE CITY OF PALO ALTO AND
SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM**

This Amendment No. 1 (this “Amendment”) to Contract No. S23187799 (the “Contract” as defined below) is entered into as of June 19, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM, located at 560 Bailey Avenue, San Jose, CA 95141 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract was entered into by and between the Parties hereto for the provision of proving Firefighter 1 training to new Fire Department recruits, as detailed therein.

B. The Parties now wish to amend the Contract in order to expand the scope of services to include Firefighter 2 training and optional certifications, extend the term an additional six (6) months until December 31, 2023 and increase the total not-to-exceed amount of the Contract by One Hundred Fourteen Thousand Three Hundred Seventy Dollars (\$114,370) from Eighty-Four Thousand Six Hundred Thirty Dollars (\$84,630) to a new total not-to-exceed amount of One Hundred Ninety-Nine Thousand Dollars (\$199,000); to as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. S23187799 between CONSULTANT and CITY, dated April 5, 2023.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2 “TERM” of the Contract is hereby amended to read as follows:

“SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 31, 2023 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.”

SECTION 3. Section 4 "NOT TO EXCEED COMPENSATION" of the Contract is hereby amended to add the following:

"SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not-to-exceed amount of One Hundred Ninety-Nine Thousand Dollars (\$199,000). The schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES", AMENDED , REPLACES PREVIOUS.
- b. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C-1" entitled "SCHEDULE OF RATES", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

Purchasing Manager

**SOUTH BAY REGIONAL PUBLIC SAFETY
TRAINING CONSORTIUM**

DocuSigned by:
By: Kevin Jensen
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Name: Kevin Jensen
Title: President/CEO

APPROVED AS TO FORM:

City Attorney or designee

Attachments:

EXHIBIT "A": SCOPE OF SERVICES (AMENDED, REPLACES PREVIOUS)
EXHIBIT "C": COMPENSATION (AMENDED, REPLACES PREVIOUS)
EXHIBIT "C-1": SCHEDULE OF RATES (AMENDED, REPLACES PREVIOUS)

EXHIBIT A - AMENDED, REPLACES PREVIOUS SCOPE OF SERVICES

Scope of Work: Firefighter 1 and 2 Training Academy for PAF Recruits at South Bay Training Center. Objective: To provide a comprehensive Firefighter 1 and 2 Training Academy for up to 12 PAF Recruits, including training curriculum and materials, required instructors, proctors, and evaluators in accordance with the State FF1 and FF2 Curricula.

1. Pre-Academy Planning: Collaborate with PAFD staff to develop a detailed plan for the academy, including scheduling, logistics, and coordination of instructors and resources.
2. Orientation: Deliver an introduction to the academy, its policies and procedures, and an overview of the training program for fire recruits.
3. Firefighter Fitness Training: Implement a physical fitness training and evaluation program designed to improve recruits' strength, endurance, and overall fitness.
4. Basic Firefighting Skills: Provide instruction and hands-on training in fundamental firefighting skills, including hose lays, ladders, forcible entry, ventilation, salvage and overhaul, basic rescue techniques, and advanced techniques introduced in FF2 training.
5. Firefighter Survival and Safety: Teach firefighter safety principles, personal protective equipment (PPE), self-contained breathing apparatus (SCBA), rapid intervention crew (RIC) operations, firefighter survival skills, and advanced safety protocols covered in FF2 training.
6. Fire Behavior and Fire Control: Educate recruits on fire chemistry, fire behavior, fire suppression techniques, extinguishing agents, and advanced fire control strategies introduced in FF2 training.
7. Hazardous Materials: Deliver training on hazardous materials awareness and operations, and strategies for handling incidents involving hazardous materials, including specialized scenarios covered in FF2 training.
8. Wildland Firefighting: Instruct recruits on wildland firefighting techniques, equipment, strategies specific to California's unique landscape and wildfire challenges, and advanced tactics covered in FF2 training.
9. Technical Rescue: Introduce rope rescue, confined space rescue, and trench rescue operations through classroom instruction and practical exercises, including advanced rescue techniques covered in FF2 training.
10. State FF1 and FF2 Testing: Administer proctored written and skills testing for the CA State FF1 and FF2 certifications, ensuring that recruits are well-prepared and meet all necessary requirements.

Deliverables:

1. Comprehensive training curriculum and materials aligned with State FF1 and FF2 Curricula.
2. Sufficient number of qualified instructors, proctors, and evaluators for FF1 and FF2 training.
3. Training facilities and equipment, including South Bay Training Center, for the duration of the academy.
4. Regular progress reports and evaluations for each recruit.
5. Proctored written and skills testing for CA State FF1 and FF2 certifications.
6. Coordination and communication with PAFD staff throughout the academy.

Training includes:

- Joint Fire Academy, with up to 12 recruits FF1/FF2:
 - Total training estimate of \$199,000
 - Estimate includes 21-week academy: \$139,000
 - Optional State Fire Certified Training: \$60,000
 - See optional State Fire Classes (listed below)
 - Single squad academy
- 21 weeks of FF1 & FF2 instruction
 - 23 weeks total
 - 2 weeks prep
- Breakdown without agency instructor or coordination
 - Approximately 1/3 Lecture - 1 instructor filling instructor and coordinator roll simultaneously
 - Approximately 1/3 Manipulative training - 1 instructor 1 coordinator
 - Coordinator filling in as needed
 - Pump operator
 - Skills coach
 - Safety officer
 - Other
 - Approximately 1/3 Manipulative training with - 2 instructors and 1 coordinator
 - Coordinator (1) filling in as needed
 - Pump operator
 - Skills coach
 - Safety officer
 - Other

- Instructors (2)
 - Staffing drills that require smaller student to instructor ratio
 - Example: ladder throws @ 3 groups of 5
- Optional State Fire Courses --SFT certificates and specialty courses not included in Joint Fire Academy (Approximate Costs for Palo Alto recruits (subject to change)):
 - Optional State Fire Courses may include:
 - Behavioral Health & Cancer Awareness 1A –
 - Includes: \$1,200 certification fee
 - Driver 1A –
 - Total for group: \$11,200 w/certs
 - Includes: \$1,200 certification fee to state fire training
 - Driver 1B –
 - Total for group: \$11,200 w/certs
 - Includes: \$1,200 certification fee to state fire training
 - Rescue Systems 1 –
 - ~\$975 per student w/cert
 - X12 Students= \$11,700
 - Vehicle Extrication –
 - ~ \$595 per student w/cert
 - X12 Students= \$7,140
 - Rope Rescue Awareness/ Operations –
 - ~ \$1,400 per student w/cert
 - X12 Students= \$16,800
 - Trench Rescue –
 - ~\$975 per student w/cert
 - X12 Students= \$11,700
 - Confined Space Rescue –
 - ~\$975 per student w/cert
 - X12 Students= \$11,700
 - Other agency requested Certified State Fire Training as required by PAFD

EXHIBIT C - AMENDED, REPLACES PREVIOUS COMPENSATION

CITY agrees to compensate CONSULTANT for the Services performed in accordance with the terms and conditions of this Agreement, including Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4 of the Agreement), based on the rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

**EXHIBIT C-1 - AMENDED, REPLACES PREVIOUS
SCHEDULE OF RATES**

CONSULTANT's schedule of rates is as follows:

Description	UOM	QTY	Price per Recruit	TOTAL
Recruits FF1 training	each	12	\$7,052.50	\$ 84,630.00
Recruits FF2 training	each	12	\$4,530.84	\$ 54,370.00
Certification	each	50	\$1,200	\$ 60,000.00