



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT (LGOSCP)
COORDINATION
SANTA BARBARA COUNTY
GRANT AGREEMENT NUMBER – Q2175059**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: County of Santa Barbara Fire Department
4408 Cathedral Oaks Road
Santa Barbara, CA 93110

COVID-19 (Coronavirus) Requirements

Contractor/Grantee and its subcontractor(s), collectively referred to as “Contractor”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to COVID-19. Contractor is required to practice physical distancing whenever possible and wear face covers in accordance with current California Department of Public Health guidelines.

In the event an individual working under this Contract exhibits COVID-like symptoms, Contractor agrees that individual will not work on this Contract unless he/she can work remotely or is quarantined for 14 days or has a negative test result. Contractor has the ability, subject to notification to CDFW’s Contract Manager and with CDFW’s approval to substitute that individual with a similarly qualified worker. If the Contractor becomes aware that an employee tests positive or has been exposed to someone who tests positive for COVID-19, the Contractor must immediately notify the CDFW Contract Manager, at a minimum of within 24 business hours. At that juncture, the Contractor may not proceed with CDFW-related work until receiving direction from the CDFW Contract Manager.

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to Government Code 8670.35 (b) and State of California Budget Act, Chapter 14, Item 3600-101-0320, the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into this Grant Agreement (Agreement) and to make an award to County of Santa Barbara Fire Department (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

SECTION 2 - GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$10,000.00 (Grant Funds) to financially support and assist Grantee’s implementation of Local Government Oil Spill Contingency Plan (LGOSCP) Coordination, Santa Barbara County (Project).
- 2.02 Term:** The term of this agreement is July 1, 2021, or upon Grantor approval, whichever is later, through June 30, 2022.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 - GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a governmental entity, etc. validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreements terms.

SECTION 5 - GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 - Project Statement.
- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.

- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8 - Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) is attached hereto and made a part of this Agreement.
- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Local Government Oil Spill Contingency Plan Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 5.11 California Business and Professions Code Compliance:** Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act).

If Grantee fails to perform in accordance with the compliance provisions of this Agreement, Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 - PROJECT STATEMENT

6.01 Introduction: The Lempert-Keene-Seatrand Oil Spill and Response Act requires that the Office of Spill Prevention and Response (OSPR) be responsible for oil spill prevention, emergency oil spill response, and statewide contingency planning. Due to environmental changes, whether occurring naturally or effects from previous oil spills, the needs of an area require updates. Therefore, OSPR instituted the LGOSCP Grant Program, a mechanism to ensure the above responsibilities are met.

6.02 Objectives: The objective of this grant program is to provide funding to local governments (coastal cities and counties) for their participation in the Area Contingency Plan (ACP) meetings, training, and drills. If deemed outdated by OSPR, local governments may participate in rewriting or revising the county oil spill contingency plan and the local hazardous materials plan.

The grant program ensures that important concerns of Santa Barbara County are addressed in the Federal ACP to the greatest extent possible; and identifies differences between the Federal ACP and Santa Barbara Oil Spill Contingency Plan resulting from the ACP revisions. An accurate/current ACP is crucial to the success of response in a given area during an oil spill event.

6.03 Project Description: Grantee will manage the Project as described below:

Project Administrator will serve as coordinator for setting up full and subcommittee meetings of the Santa Barbara ACP. Grantee will facilitate these meetings, as well as facilitate communications between the Committee, its subcommittees, interested parties, and the OSPR. The Project Administrator will also complete the various administrative tasks such as: taking meeting minutes, maintaining databases, mailings, posting of notices, and safety plan distribution.

6.04 Location: Activities and meetings will primarily take place in Santa Barbara County.

6.05 Materials and Equipment: Property acquisitions and equipment purchases must be consistent with Section 5.07 - General Terms and Conditions.

6.06 Project Implementation: Grantee, as a member of the United States Coast Guard (USCG) Area Committee, will address the following subjects in the Area Plans, ensuring that Santa Barbara input is represented.

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, assuring all permits are finalized, invoicing and payments, drafting and finalizing progress and final reports.

Task 2 – Meetings and Drill Exercises

Attend Area Committee and Sub-committee meetings, as appropriate, participate in exercises and drills, and attend ACP meetings.

Task 3 – ACP Review

Begin plan rewrite process; include Santa Barbara County local government agencies and stakeholders as necessary, document changes in Santa Barbara County's Local Plan revision, and forward information to USCG for the current ACP revision.

Task 4 – Draft and Provide Local Government Input to Area Plans

Draft and provide input by updating, writing, and the production of the draft local plan rewrite.

Task 5 – Compare Information and Plan

Compare USCG ACP information and the County Contingency plan and document the differences as a result of the ACP updates, include identification of equipment and resource gaps, distribute draft for comments, identification of equipment and resource gaps, and final revision reproduction and distribution.

The USCG Area Committee will address the following subjects in the Area Plans:

1. Environmental Sensitivity
2. Economic Significance
3. Response Resources
4. Response Strategy
5. Communications
6. Disposal
7. Logistics
8. Safety
9. Finance
10. Public Affairs/Coordination
11. Wildlife Rehabilitation
12. Salvage Operations
13. Firefighting
14. Natural Resource Damage
15. Investigation
16. Port/Traffic Management
17. Scenario Development
18. Air Operations

Q2175059**COUNTY OF SANTA BARBARA FIRE DEPARTMENT**

19. Chemical Countermeasures
20. Volunteers
21. Miscellaneous Review/Draft
22. Memorandum of Understanding

Task 6 – Training

Attend required Environmental Response to Oil Spills in California (EROS) training and all other applicable training such as OSPR Overview, Incident Command System (ICS) Training, etc.

Santa Barbara County Fire Captain (hereafter refer to as Project Administrator)

6.07 Schedule of Due Dates and/or Deliverables:

<u>Task</u>	<u>Task Name</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Monthly Invoices	Due within 30 days following each calendar month following grant execution
		Final Plan	May 31, 2022
		Final Invoice	May 31, 2022
2	Meetings and Drill Exercises	Attend meetings, exercises, and drills, as applicable.	July 1, 2021-May 31, 2022
		ACP meetings	Monthly/Bi-Monthly for the life of the grant
3	ACP Review	Review the USCG ACP	March 31, 2022
4	Draft and Provide Local Government Input to Area Plans	Draft local plan rewrite	April 30, 2022
5	Compare Information and Plan	Final draft of local plan	April 30, 2022
6	Training	Attend trainings as appropriate	July 1, 2021-May 31, 2022

SECTION 7 - CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

Q2175059**COUNTY OF SANTA BARBARA FIRE DEPARTMENT**

CDFW Grant Manager:		Grantee Project Administrator:	
Name:	Cindy Murphy	Name:	Shawna Jorgensen
Title:	Associate Governmental Program Analyst	Title:	Chief Financial Officer
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 375-4746	Phone:	(805) 681-5506
Email:	Cindy.Murphy@wildlife.ca.gov	Email:	Shawna.jorgensen@sbcfire.com

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Julia-Malia Olea	Name:	Diane Sauer
Title:	Contract/Grant Coordinator	Title:	Project Manager
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 375-5967	Phone:	(805) 681-5505
Email:	Julia-malia.olea@wildlife.ca.gov	Email:	Diane.sauer@sbcfire.com

SECTION 8 - REPORTS

8.01 Final Plan- Rewrite Year: No Progress reports are required; however, Grantee shall submit a Final Plan for approval by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The Final Plan will consist of one reproducible master and one copy containing the results of the work performed. It shall contain a summation of all project activities performed throughout the complete term of the grant. The CDFW Grant Manager will provide Grantee a sample Final Plan template, upon request. The Final Plan shall include, but not be limited to:

Requirements:

1. Summary of the inconsistencies noted between the Federal ACP and Local Government Oil Spill Contingency Plan resulting from the current ACP update, to include a Resource Shortfall Analysis (i.e., differences in equipment and resources identified).
2. A list of employees who participated, in whole or in part, including names, addresses, agency, and position title.
3. Discussion of any difficulties or special problems encountered or anticipated between the ACP and the Santa Barbara Oil Spill Contingency Plan.
4. Documentation to substantiate meeting dates, locations, agenda items, and participants.
5. The plan shall not be considered final until approved and accepted by the CDFW Grant Manager.

8.02 Final Report- Non-Rewrite Year: No Progress reports are required; however, Grantee shall submit a Final Plan for approval by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The Final Plan will consist of one

Q2175059**COUNTY OF SANTA BARBARA FIRE DEPARTMENT**

reproducible master and one copy containing the results of the work performed. It shall contain a summation of all project activities performed throughout the complete term of the grant. The CDFW Grant Manager will provide Grantee a sample Final Plan template, upon request.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$10,000.00 as detailed below in the Line Item Budget Detail (Budget) below. Grantee or its partners will provide up to \$0.00 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement.

Line Item Budget Detail		
	CDFW Grant Funding	Project Total
A. PERSONNEL SERVICES		
Fire Captain (Project Administrator) (47 hrs. @ \$86.59/hr.)	\$4,069.73	\$4,069.73
Subtotal Personnel Services	\$4,069.73	\$4,069.73
Staff Benefits (76.96%)	\$3,132.06	\$3,132.06
Total Personnel Services	\$7,201.79	\$7,201.79
B. OPERATING EXPENSES: GENERAL		
Travel (Not to exceed state reimbursement rates)	\$163.80	\$163.80
Subtotal Operating Expenses: General	\$163.80	\$163.80
C. OPERATING EXPENSES: SUBCONTRACTORS		
Not Applicable	\$0.00	\$0.00
D. OPERATING EXPENSES: EQUIPMENT		
Not Applicable	\$0.00	\$0.00
E. INDIRECT COSTS		
Indirect Charge Rate 35.77% (Applies to Sections A + B only)	\$2,634.41	\$2,634.41
F. GRAND TOTAL (A+B+C+D+E)	\$10,000.00	\$10,000.00

9.01.1 Budget Flexibility: Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.07 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions that are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;

Q2175059**COUNTY OF SANTA BARBARA FIRE DEPARTMENT**

2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

A formal Budget adjustment will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g. Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.
5. Multi-year budgets: Budget shifts from one year to another will require an amendment.

9.02 Payment Provisions

- 9.02.1 Disbursements:** Grantor will disburse Grant Funds to Grantee not more frequently than monthly, in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Dates and/or Deliverables.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	County of Santa Barbara Fire Department
Attention:	Shawna Jorgensen
Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110

- 9.02.2 Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there is cost share involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07– Schedule of Due Dates

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

and/or Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts

Requirements: The invoice shall contain the following information:

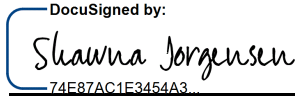
1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Q2175059-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

Q2175059

COUNTY OF SANTA BARBARA FIRE DEPARTMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By: 
Signature: 74E87AC1E3454A3...
Printed Name: Shawna Jorgensen
Title: Chief Financial Officer
Date: 5/26/2021

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____
Signature: _____
Printed Name: Valinda Roberts
Title: Chief, Business Operations
Date: _____

This agreement is exempt from DGS-OLS approval, per SCM 4.06.



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GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



May 26, 2021

Shawna Jorgensen
County of Santa Barbara Fire Department
4408 Cathedral Oaks Road
Santa Barbara, CA 93110

Re: Q2175059 – Local Government Oil Spill Contingency Plan (LGOSCP) Coordination,
Santa Barbara County

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

DocuSigned by:
Shawna Jorgensen
74E87AC1E3454A3...

Authorized Signature

5/26/2021

Date

Shawna Jorgensen, Chief Financial Officer
Printed Name and Title of Person Signing