

ATTACHMENT B



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT PROGRAM GRANT AGREEMENT NUMBER: P1875061

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

GRANTEE: Santa Barbara County, Office of Emergency Management
4408 Cathedral Oaks Road
Santa Barbara, CA 93110

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 (Grantor) is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Santa Barbara County, Office of Emergency Management (Grantee) for the purposes set forth herein. Grantor and Grantee (parties) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$10,000 to financially support and assist Grantee's implementation of Local Government Oil Spill Contingency Plan (LGOSCP) Coordination, Santa Barbara County.
- 2.02 Term:** The term of this agreement is **July 1, 2018**, or upon Grantor approval, whichever is later, through **June 30, 2019**.

SECTION 3 - USES OF GRANT

- 3.01 Eligible Uses of Grant:** Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (Budget) set forth within this agreement.

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 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 its 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 activities identified within Section 6, Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in **Exhibit 1.a** of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 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 Program at the level initially agreed, the 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 submit reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project

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Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the 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.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

6.01 Introduction: The Lempert-Keene-Seatrond 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 Project Description and Objectives: The objective of this grant program is to provide funding to local governments (coastal cities & counties) for their participation in the Area Contingency Plan (ACP) meetings, training, drills, and rewriting or revising the county oil spill contingency plan and the local hazardous materials plan (The rewrite process is only applicable if the current county plan has been deemed outdated by the OSPR).

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

6.04 Project Set Up: The Grantee has been responsible for preparing the contingency plan through the grant program of the State. The staff involved in the contingency planning efforts has considerable knowledge and is familiar with the requirements of the ACP. Listed below is the staff who will participate in the United States Coast Guard (USCG) area planning process:

Emergency Manager
Emergency Director (Also referred to as Project Administrator)
Department Business Specialist
GIS Specialist
Technical Specialist

6.05 Project Implementation: The Grantee, as a member of the USCG Area Committee, will address the following subjects in the Area Plans, ensuring that Santa Barbara County input is represented.

1. Attend Area Committee and Sub-Committee meetings, as appropriate; participate in exercises and drills; attend ACP meetings.
2. Review the USCG ACP; begin plan rewrite process; include Santa Barbara County local government agencies and stakeholders as necessary; document changes in Santa Barbara County's local Plan revisions; forward information to USCG for the current ACP revision.
3. Draft and provide local government input to area plans by updating, writing and the production of the draft local plan rewrite.
4. Compare USCG ACP information and the County of Santa Barbara Contingency Plan; document the differences as a result of the ACP updates; include identification of equipment and resource gaps; distribute draft for comments; final revision reproduction and distribution.
5. 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.

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

- ENVIRONMENTAL Sensitivity
- Economic Significance
- Response Resources
- Response Strategy
- Communications
- Disposal
- Logistics
- Safety
- Finance
- Public Affairs/Coordination
- Wildlife Rehabilitation
- Salvage Operations
- Firefighting
- Natural Resource Damage
- Investigation
- Port/Traffic Management
- Scenario Development
- Air Operations
- Chemical Countermeasures
- Volunteers
- Miscellaneous Review/Draft
- Memorandum of Understanding

6.06 Deliverables and Timelines: The Grantee will follow the timelines established to accomplish the tasks identified in Section 6 – Project Implementation.

<u>Task #</u>	<u>Task Name</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
	Administration	Invoices Final Report	Monthly May 30, 2019
1	Meetings and Drill Exercises	Attend meetings and drills, as applicable. ACP meetings	July 1, 2018 – June 30, 2019, for the life of the grant Monthly/Bi-Monthly for the life of the grant
2	ACP Review	Review the USCG ACP	March 31, 2019
3	Plan Writing	Draft local plan rewrite	April 30, 2019
4	Draft Review and Final Production	Final draft of local plan	May 31, 2019
5	Training	Attend trainings as appropriate	July 1, 2018 – June 30, 2019

Note, the above schedule (with the exception of #1 and #5) is only applicable if it has been identified as a complete rewrite¹ year for the county.

¹A plan “rewrite” is considered a new plan (e.g. the majority of a plan has changed; therefore a new plan is required).

²A plan “revision” is minor changes that may result in two to three pages being replaced.

6.07 Project Management: The project will be managed by the Grantee in accordance with the terms set in section 6.05.

6.08 Contacts: The point of contact may be changed at any time by either party by providing a ten day advance written notice to the other party. The Project Managers during the term of this Agreement are:

CDFW Project Manager:		Santa Barbara County, Office of Emergency Management Project Manager	
Name:	Cindy Murphy	Name:	Robert Lewin
Title:	Program Analyst	Title:	Director
Address:	1700 K Street, Ste. 250 Sacramento, CA 95811	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 324-6250	Phone:	(805) 280-2965
Fax:	(916) 327-0907	Fax:	(805) 681-5592
Email:	Cindy.Murphy@wildlife.ca.gov	Email:	rlewin@sbcoem.org

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Direct all administrative inquiries to:

CDFW Project Coordinator:		Santa Barbara County, Office of Emergency Management Project Coordinator:	
Name:	Pete Marcellana	Name:	Robert Lewin
Title:	Program Analyst	Title:	Director
Address:	1700 K Street, Ste. 250 Sacramento, CA 95811	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 327-9407	Phone:	(805) 280-2965
Fax:	(916) 324-8829	Fax:	(805) 681-5592
Email:	Pete.Marcellana@wildlife.ca.gov	Email:	rlwin@sbcoem.org

SECTION 7 - REPORTS

Report Requirements – Rewrite Year

The Project Administrator shall submit to the CDFW Project Manager for approval one (1) reproducible master and one (1) copy of the final report containing the results of the work performed no later than May 30, 2019. The final report shall include, but not be limited to:

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 report shall not be considered final until approved and accepted by the CDFW Project Manager.

Report Requirements – Non-rewrite Year

The Grantee shall submit a report summarizing all project tasks completed throughout the term of the grant, as detailed in Section 6.05 Project Implementation.

SECTION 8 - BUDGET

8.01. Expenditure Summary

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The Grantor will provide an amount not to exceed \$10,000.00 as shown below in this Budget.

Line Item Description	CDFW Grant Funding
Salary and Wages: Emergency Manager Emergency Director (Also referred to as Project Administrator) Department Business Specialist GIS Specialist Technical Specialist (175 hrs. @ \$44.00/hr)	\$7,700.00
Fringe Benefit Rate @ 25%	\$2,860.00
Operating Expenses:	
Travel (mileage @ .545/mile)	\$375.00
Total Direct Costs	\$10,000.00
Indirect Costs @ 0%	\$0.00
Total Costs	\$10,000.00

8.01.1 Prior Approval Requirements: The following changes require prior approval of the CDFW Grant Manager, whether or not the change has a budgetary impact.

1. Change in Project Description
2. Inclusion of restricted use data or copyrighted works in Deliverables
3. Travel not included in the approved Budget
4. Computer (or theft sensitive equipment) not included in the approved Budget
5. Equipment not included in the approved Budget

8.01.2 Budget Flexibility: Budget revisions within a category that are within the total grant amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

1. Subject to the prior review and approval of the CDFW Grant Manager, line item shifts of up to \$25,000 or ten percent (10%) of the Grant total, whichever is less, are permitted. Line item shifts must be requested by the Grantee in writing.
2. Exceeding 10% or \$25,000, whichever is less, of the approved budget requires the CDFW Grant Manager prior approval and a formal amendment to this Agreement. The Grantee will submit a revised budget to the CDFW Grant Manager for approval.

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Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this grant are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

**California Department of Fish and Wildlife,
Office of Spill Prevention and Response
Attn: Cindy Murphy
1700 K Street, Suite 250
Sacramento, CA 95811**

Grant disbursements will be paid to the following Grantee address:

**Santa Barbara County, Office of Emergency Management
Attn: Robert Lewin, Director
4408 Cathedrals Oaks Road
Santa Barbara, CA 93110**

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- 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

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total amount due shall include all costs incurred by the Grantee under the terms of this grant;

- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant 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 are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Melinda Peacock

Title: Branch Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Robert Lewin

Title: Director

Date: _____

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

**Exhibit 1.a – Public Entities
General Grant Provisions**

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1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
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8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable)**: The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA**: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING**: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**Exhibit 1.a – Public Entities
General Grant Provisions**

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Grantee Name: SANTA BARBARA COUNTY, OFFICE OF EMERGENCY MANAGEMENT

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

**ATTACHMENT 3
NOTICE OF EXEMPTION**

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Mona Miyasato, County Executive Office

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): Countywide Case No.: Grant

Location: Countywide

(Include street address and cross street (if urbanized area) or attach specific location map)

Project Title: Department of Fish and Wildlife - Oil Spill Prevention and Response (DFW-OSPR) Grant

Project Description: DFW-OSPR Grant funding for oil spill planning

Name of Public Agency Approving Project: County of Santa Barbara

Name of Person or Agency Carrying Out Project: County of Santa Barbara

Exempt Status: (Check one)

Ministerial

Statutory Exemption

Categorical Exemption

Emergency Project

Declared Emergency

Cite specific CEQA and/or CEQA Guideline Section: 15061(b), (3), (No possibility of impact to the environment).

Reasons to support exemption findings (attach additional material, if necessary)

The grant funding allows the Office of Emergency Management to participate in oil spill planning activities with state and federal oil spill agencies.

Lead Agency Contact Person: Robert Lewin Phone #: 805.681.5526

Department/Division Representative: Robert Lewin

Date: _____

Acceptance Date: _____

Note: A copy of this form must be posted 6 days prior to a decision on the project. Upon project approval, this form must be filed with the County Clerk of the Board and posted by the Clerk of the Board for a period of 30 days to begin a thirty five day statute of limitations on legal challenges.

Date Filed by County Clerk