



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: P1475023

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

GRANTEE: Santa Barbara County, Office of (Grantee)
Emergency Management
4408 Cathedral Oaks Road
Santa Barbara, CA 93110
Facsimile Number: (805) 681-5592

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to **GOVERNMENT CODE 8670.35 (B) AND STATE OF CALIFORNIA BUDGET ACT, CHAPTER 20, ITEM 3600-101-0320**, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$10,000.00** to financially support and assist Grantee's implementation of **Local Government Oil Spill Contingency Plan (LGOSCP) Coordination, Santa Barbara County.**

Term. The term of this agreement is **July 1, 2014 or upon Grantor approval, whichever is later through June 30, 2015**

SECTION 3 - USES OF GRANT

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 (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 **Existence and Power.** Grantee is a **government entity** 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 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 progress 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 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-Seatrand Oil Spill and Response Act require 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(s):

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 County 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:

6.03.1 Location:

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

6.03.2 Project Set Up:

The staff involved in the contingency planning efforts has

knowledge of and is familiar with the requirements of the ACP process. Listed below is the staff expected to participate in the United State Coast Guard (USCG) area planning process:

Santa Barbara County, Office of Emergency Services

- Emergency Manager

6.03.3 Project Implementation:

The Grantee will complete the following activities:

- Attending Area Committee and Sub-Committee meetings, and other related meetings and events, as appropriate.
- Compare the USCG Area ACP information and Santa Barbara County Oil Spill Contingency Plan; document the differences as a result of the ACP updates, to include identification of equipment and resource gaps.
- Prepare and submit a final report
- Attend required Environmental Response to Oil Spills in California (EROS) training and all other applicable training such as: OSPR Overview, ICS Training, etc.
- Participate in exercises and drills.

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

The Grantor will be responsible for ensuring that for each subject area, the area plan includes input from a representative from Santa Barbara County.

6.03.4 Project Management:

The project will be managed by the Grantee's Project Director in accordance with the terms set in section 6.03.2.

6.03.5 Timelines:

The Grantee will follow the timelines established to accomplish the task of completing the rewrite¹ of the local plan as agreed upon by the USCG and the Grantor as follows:

- 1). July 2014 – June 2015
 - Attend Area Committee and Sub-Committee meetings
 - Attend applicable training
 - Participate in exercises and drills
- 2). March 2015
 - Review Month
 - Begin Plan Rewrite process
 - Include San Diego County local government agencies and stakeholders as necessary
 - Document changes in San Diego County's Local Plan revision
 - Forward information to USCG for the current ACP revision
- 3). April 2015
 - Actual writing
 - Updating
 - Production
 - Draft Local Plan Rewrite
- 4). May 2015
 - Rewrite distributed for comment
 - Comments are consolidated and incorporated
 - Final revisions to be completed
 - Reproduction and distribution

- 5) In addition, representatives from Santa Barbara County will (the term of the grant) attend the monthly/bimonthly ACP meetings. Staff will perform work needed to rewrite¹ or revise² the ACP. The time frames for this work will be based on the deadlines set by the USCG when changes by the local agencies are due; however, the tasks are continuous in nature and will be completed as the County work schedule permits.

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.

6.04 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Project Manager:</u>	<u>Santa Barbara County, Office of Emergency Management:</u>
Name: Cindy Murphy, Associate Governmental Program Analyst Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 324-6250 FAX: (916) 327-0907 Email: Cindy.Murphy@wildlife.ca.gov	Name: Richard Abrams, Emergency Mgr. Address: 4408 Cathedral Oaks Road Santa Barbara, CA 93101 Phone: (805) 681-5526 FAX: (805) 681-5592 Email: rabrams@countyofsb.org

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>Santa Barbara County, Office of Emergency Management:</u>
Name: Cassaundra White, Grant Analyst Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 323-4726 FAX: (916) 324-8829 Email: Cassaundra.white@wildlife.ca.gov	Name: Richard Abrams, Emergency Mgr. Address: 4408 Cathedral Oaks Road Santa Barbara, CA 93101 Phone: (805) 681-5526 FAX: (805) 681-5592 Email: rabrams@countyofsb.org

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 – REPORTS

The Project Director 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, 2015. The final report shall include, but not be limited to:

- 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).
- A list of employees who participated, in whole or in part, including names, addresses, agency and position title.
- Discussion of any difficulties or special problems encountered or anticipated between the ACP and the Santa Barbara County Oil Spill Contingency Plan.
- Documentation to substantiate meeting dates, locations, agenda items, and participants.

The report shall not be considered final until approved and accepted by the Grantor.

Note, the report requirement is only applicable if it has been identified as a rewrite year for the county.

SECTION 8 - BUDGET**8.01. Expenditure Summary**

Line Item Description	CDFW Grant Funding
Salary and Wages:	
Emergency Manager (190 hrs. @ \$35.20/hr)	\$6,688.00
Fringe Benefit Rate @ 25%	\$1,672.00
Operating Expenses:	
Travel @ \$0.56 per mile	\$1,640.00
Total Direct Costs	\$10,000.00
Indirect Costs @ 0%	\$0.00
Total Costs	\$10,000.00

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**

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 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.

AGREEMENT #: P1475023

SANTA BARBARA COUNTY, OFFICE OF EMERGENCY MANAGEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Lisa Gallegos

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Ryan Rockabrand

Title: Emergency Operation Chief

Date: _____

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