



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 PROGRAM
SANTA BARBARA COUNTY
GRANT AGREEMENT NUMBER – Q1975056**

- 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 (CDFW or 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. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

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 (Project).
- 2.02 Term:** The term of this agreement is July 1, 2019, or upon Grantor approval, whichever is later, through June 30, 2020.

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, 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 from 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 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 from the Local Government Oil Spill Contingency Plan Grant Program.
- 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 (DIR) website at <http://www.dir.ca.gov>. The 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.

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 & 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:

The 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 USCG, its subcommittees, interested parties and the OSPR.

Administrative Support will complete the various administrative tasks such as: taking meeting minutes, maintain 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. All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.
- 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.

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, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Task 2 – Meetings and Drill Exercises

Attend Area Committee and Sub-Committee meetings, as appropriate; participate in exercises and drills; 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; 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; final revision reproduction and distribution.

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

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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
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.

Emergency Manager
Emergency Director
Department Business Specialist
GIS Specialist
Technical Specialist

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	Invoice	Monthly
		Final Report	May 31, 2020
		Final Invoice	May 31, 2020
2	Meetings and Drill Exercises	Attend meetings and drills, as applicable.	July 1, 2019 – June 30, 2020, for the life of the grant

		ACP meetings	Monthly/Bi-Monthly for the life of the grant
3	ACP Review	Review the USCG ACP	March 31, 2020
4	Draft and Provide Local Government Input to Area Plans	Draft local plan rewrite	April 30, 2020
5	Compare Information and Plan	Final draft of local plan	May 31, 2020
6	Training	Attend trainings as appropriate	July 1, 2019 – June 30, 2020, for the life of the grant

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:

CDFW Grant Manager:		Grantee Project Administrator:	
Name:	Cindy Murphy	Name:	Matt Pontes
Title:	Associate Governmental Program Analyst	Title:	Interim Director
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 324-6520	Phone:	(805) 681-5526
Email:	Cindy.murphy@wildlife.ca.gov	Email:	mpontes@countyofsb.org

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Julia-Malia Olea	Name:	Sonia Thompson
Title:	Contract/Grant Coordinator	Title:	Dept. Business Specialist
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	4408 Cathedral Oaks Road Santa Barbara, CA 93110
Phone:	(916) 327-9407	Phone:	(805) 681-5526
Email:	julia-malia.olea@wildlife.ca.gov	Email:	sthompson@countyofsb.org

SECTION 8 - REPORTS

8.01 Final Report- Rewrite Year: The Project Administrator shall submit to the CDFW Grant Manager for approval one reproducible master and one copy of the Final Report containing the results of the work performed no later than May 30, 2020. The Final Report 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 San Francisco 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 Grant Manager.

8.02 Final Report- Non-Rewrite Year: Grantee shall submit a Draft Final Report at least 30 days prior to Grantee’s submission of the Final Report. CDFW Grant Manager will provide Grantee a sample Final Report template upon request. Grantee shall submit a Final Report that summarizes the life of this Agreement and describes the work and results pursuant to Section 6 - Project Statement and by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. Grantee will submit an electronic copy of the Final Report upon completion of the Project tasks.

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 in the Line Item Budget Detail (Budget) below. Grantee or its partners will provide up to \$0 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement. Grantee will provide Grantor accurate records of all cost share with Grantee’s Final Report. Any changes or modifications to a fund source indicated below must be promptly reported to CDFW Grant Manager in writing.

Line Item Budget Detail			
	CDFW Grant Funding	In-Kind Funds or Services	Project Total
A. PERSONNEL SERVICES			
Fire Captain Emergency Manager Emergency Director Department Business Specialist GIS Specialist Technical Specialist (175 hrs. @ \$44.00/hr.)	\$7,700.00	\$0	\$7,700.00
Subtotal Personnel Services	\$7,700.00	\$0	\$7,700.00

Staff Benefits (25%)	\$1,925.00	\$0	\$1,925.00
Total Personnel Services	\$9,625.00	\$0	\$9,625.00
B. OPERATING EXPENSES: GENERAL			
Travel (not to exceed approved State rate)	\$375.00	\$0	\$375.00
Subtotal Operating Expenses: General	\$375.00	\$0	\$375.00
C. OPERATING EXPENSES: SUBCONTRACTORS			
Subtotal Operating Expenses: Subcontractors	\$0	\$0	\$0
D. OPERATING EXPENSES: EQUIPMENT			
Subtotal Operating Expenses: Equipment	\$0	\$0	\$0
E. INDIRECT COSTS			
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0	\$0	\$0
F. GRAND TOTAL (A+B+C+D+E)	\$10,000.00	\$0	\$10,000.00

9.01.1 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; and
5. Equipment not included in the approved Budget.

9.01.2 Budget Flexibility: Subject to the prior review and approval of the CDFW Grant Manager, informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.08 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
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. Personnel Services) 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. Personnel Services) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.

Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes.

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

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Santa Barbara County, Office of Emergency Management
Attention:	Matt Pontes
Address:	4408 Cathedrals 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. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice must be submitted to the CDFW Grant Manager by the date identified in Section 6.07 – Schedule of Due Dates and/or Deliverables.

Requirements: The invoice shall contain the following information:

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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., Qxx75xxx-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.

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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: _____

Printed Name: Matt Pontes

Title: Interim Director

Date: _____

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.