

**ATTACHMENT B**

Grant Agreement #Q2275060



State of California - Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov](http://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 – Q2275060**

**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  
4410 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 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:

**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, 2022, or upon Grantor approval, whichever is later, through June 30, 2023.

**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**

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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 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) and Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.

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- 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 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.
- 5.10 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 Office of Spill Prevention and Response (OSPR) 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).
- 5.11 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 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

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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:

Grantee 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 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.

**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.

**Task 2 – Meetings and Drill Exercises**

Attend Area Committee and sub-committee meetings, as appropriate, participate in exercises and drills, travel to 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.

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**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
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 referred to as Project Administrator)

**Q2275060****COUNTY OF SANTA BARBARA FIRE DEPARTMENT****6.07 Schedule of Due Dates and Deliverables:**

<b><u>Task</u></b>	<b><u>Task Name</u></b>	<b><u>Deliverables</u></b>	<b><u>Estimated Completion Dates</u></b>
1	Project Management and Administration	Monthly Invoices	Due within 30 days following each calendar month following grant execution
		Final Plan	May 31, 2023
		Final Invoice	May 31, 2023
2	Meetings and Drill Exercises	Attend Meetings, Exercises, and Drills, as Applicable.	July 1, 2022 - May 30, 2023
		ACP Meetings	Monthly/Bi-Monthly for the life of the grant
3	ACP Review	Review the USCG ACP	March 31, 2023
4	Draft and Provide Local Government Input to Area Plans	Draft Local Plan Rewrite	April 30, 2023
5	Compare Information and Plan	Final Draft of Local Plan	April 30, 2023
6	Training	Attend Trainings, as Appropriate	July 1, 2022 - May 30, 2023

**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:

<b>CDFW Grant Manager:</b>		<b>Grantee Project Administrator:</b>	
<b>Name:</b>	Cindy Murphy	<b>Name:</b>	Diane Sauer
<b>Title:</b>	Associate Governmental Program Analyst	<b>Title:</b>	Project Manager
<b>Address:</b>	P.O. Box 944209 Sacramento, CA 94244-2090	<b>Address:</b>	4410 Cathedral Oaks Road Santa Barbara, CA 93110
<b>Phone:</b>	(916) 375-4746	<b>Phone:</b>	(805) 681-5505
<b>Email:</b>	<a href="mailto:Cindy.Murphy@wildlife.ca.gov">Cindy.Murphy@wildlife.ca.gov</a>	<b>Email:</b>	<a href="mailto:Diane.sauer@sbcfire.com">Diane.sauer@sbcfire.com</a>

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Direct all administrative inquiries to:

<b>CDFW Grant Coordinator:</b>		<b>Grantee Project Coordinator:</b>	
<b>Name:</b>	Julia-Malia Olea	<b>Name:</b>	Shawna Jorgensen
<b>Title:</b>	Contract/Grant Coordinator	<b>Title:</b>	Chief Financial Officer
<b>Address:</b>	P.O. Box 944209 Sacramento, CA 94244-2090	<b>Address:</b>	4410 Cathedral Oaks Road Santa Barbara, CA 93110
<b>Phone:</b>	(916) 375-5967	<b>Phone:</b>	(805) 681-5506
<b>Email:</b>	<a href="mailto:Julia-malia.olea@wildlife.ca.gov">Julia-malia.olea@wildlife.ca.gov</a>	<b>Email:</b>	<a href="mailto:Shawna.jorgensen@sbcfire.com">Shawna.jorgensen@sbcfire.com</a>

**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 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.

**8.03 Document Accessibility:** CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and



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Response Local Government Oil Spill Contingency Plan Grant Program Final Reports will be posted to CDFW's website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

**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 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement.

<b>Line-Item Budget Detail</b>	
<b>A. PERSONNEL SERVICES</b>	
Santa Barbara County Fire Captain (44 hrs.@\$91.74/hr.)	\$4,036.56
<b>Subtotal Personnel Services</b>	<b>\$4,036.56</b>
Staff Benefits (73.87%)	\$2,981.81
<b>Total Personnel Services</b>	<b>\$7,018.37</b>
<b>B. OPERATING EXPENSES: GENERAL</b>	
Travel (Not to exceed state reimbursement rates)	\$193.93
<b>Subtotal Operating Expenses: General</b>	<b>\$193.93</b>
<b>C. OPERATING EXPENSES: SUBCONTRACTORS</b>	
Not Applicable	\$0.00
<b>D. OPERATING EXPENSES: EQUIPMENT</b>	
Not Applicable	\$0.00
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 38.652% (Applies to Sections A + B only)	\$2,787.70
<b>F. GRAND TOTAL (A+B+C+D+E)</b>	<b>\$10,000.00</b>

**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 5.08 – 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;
2. Revisions that do not increase or decrease the total Agreement amount;

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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.

**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:

<b>Grantee Name:</b>	County of Santa Barbara Fire Department
<b>Attention:</b>	Diane Sauer
<b>Address:</b>	4410 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 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.

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**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., Q2275060-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: Diane Sauer

Title: Project Manager

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

By:

Signature: \_\_\_\_\_

Printed Name: Melinda Peacock

Title: Branch Chief, Business Management Branch

Date: \_\_\_\_\_

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



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

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1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, 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 the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor 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. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all 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.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



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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 CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES**: Grantee shall continue with its 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 CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



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are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this 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. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 11. RIGHTS IN DATA:** 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 CDFW as set forth in this Section 11. CDFW 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



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is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW 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 this Agreement were executed after that determination was made.

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 State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

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

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.





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- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW 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 Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for 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 CDFW 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 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the 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 this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW 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 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. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance



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or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. GRANTEE STAFF REQUIREMENTS:** 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 CDFW.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, "**Equipment**" means tangible personal property having a useful life of four years, and "**Major Equipment**" means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
    1. the dangers of drug abuse in the workplace;
    2. the person's or organization's policy of maintaining a drug-free workplace;
    3. any available counseling, rehabilitation, and employee assistance programs; and,
    4. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    1. receive a copy of the company's drug-free policy statement; and



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2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

**22. UNION ORGANIZING:** Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

**23. GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



## **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS**

**Grant Agreement Number:** Q2275060

**Grantee Name:** County of Santa Barbara Fire Department

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

EO N-6-22 was issued by California Governor Gavin Newsom on March 4, 2022. This EO calls upon businesses, non-governmental organizations, and public entities in California to ensure compliance with the economic sanctions imposed by the United States government in response to Russia’s actions in Ukraine, including any sanctions imposed under California law.

The Grantee acknowledges EO N-6-22 of the Governor of California and warrants that Grantee and its subcontractors are not subject to any economic sanctions related to the Order. If during the term of the agreement the Grantee becomes subject to sanctions under Executive Order N-6-22, the Grantee will notify the CDFW contract manager.

CDFW may terminate any agreements with Grantees failing to comply with current Federal, State, and/or Local orders, guidelines, and directives, including EO N-6-22.