



OFFICE OF SPILL PREVENTION AND RESPONSE
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT PROGRAM
SAN MATEO COUNTY
GRANT AGREEMENT NUMBER – Q1975051

- GRANTOR:** State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090
- GRANTEE:** San Mateo County Sheriff's Office of Emergency Services
400 County Center, 3rd Floor
Redwood City, CA 946063

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 San Mateo County Sheriff's Office of Emergency Services (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, San Mateo County (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.

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SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 **Existence and Power:** Grantee is 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.

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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 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 San Mateo County are addressed in the Federal ACP to the greatest extent possible; and identifies differences between the Federal ACP and San Mateo 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 San Mateo ACP. Grantee will facilitate these meetings, as well as facilitate communications between the ACP, 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 San Mateo 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 San Mateo 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 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 San Mateo County local government agencies and stakeholders as necessary; document changes in San Mateo 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:

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.

Environmental Health Program Supervisor
Office of Emergency Services District Coordinator

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 | Invoices | Monthly |
| | | Final Report | May 30, 2020 |
| | | Final Invoice | May 30, 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: | Kathy Pape |
| Title: | Associate Governmental Program Analyst | Title: | Fiscal and Grant Administrator |
| Address: | 1700 K Street, Suite 250 Sacramento, CA 95811 | Address: | 400 County Center, 3 rd Floor Redwood City, CA 94063 |
| Phone: | (916) 324-6520 | Phone: | (650) 363-4790 |
| Email: | Cindy.murphy@wildlife.ca.gov | Email: | kpape@co.sanmateo.ca.us |

Direct all administrative inquiries to:

| CDFW Grant Coordinator: | | Grantee Project Coordinator: | |
|-------------------------|--|------------------------------|--|
| Name: | Julia-Malia Olea | Name: | Kathy Pape |
| Title: | Contract/Grant Coordinator | Title: | Fiscal and Grant Administrator |
| Address: | 1700 K Street, Suite 250 Sacramento, CA 95811 | Address: | 400 County Center, 3 rd Floor Redwood City, CA 94063 |
| Phone: | (916) 327-9407 | Phone: | (650) 363-4790 |
| Email: | julia-malia.olea@wildlife.ca.gov | Email: | kpape@co.sanmateo.ca.us |

SECTION 8 - REPORTS

- 8.01 **Final Report- Rewrite Year:** The Project Administrator shall submit to the CDFW Project 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:

- 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.

3. Discussion of any difficulties or special problems encountered or anticipated between the ACP and the San Mateo 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.

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 6.03.7 – 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 | | | |
| Environmental Health Program Supervisor (\$54/hr x 50hrs) | \$2,700.00 | \$0 | \$2,700.00 |
| OES District Coordinator (\$35.81/hr x 103hrs) | \$3,688.43 | \$0 | \$3,688.43 |
| Subtotal Personnel Services | \$6,388.43 | \$0 | \$6,388.43 |
| Staff Benefits (32%) | \$2,044.29 | \$0 | \$2,044.29 |
| Total Personnel Services | \$8,432.72 | \$0 | \$8,432.72 |
| B. OPERATING EXPENSES: GENERAL | | | |
| Travel (Section 5.07 General Terms and Conditions for applicable travel reimbursement rates-not to exceed approved state rate) | \$942.00 | \$0 | \$942.00 |
| Printing of Oil Spill Plan | \$625.28 | \$0 | \$625.28 |
| Subtotal Operating Expenses: General | \$1,567.28 | \$0 | \$1,567.28 |
| 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: | San Mateo County, Sheriff's Office of Emergency Services |
| Attention: | Kathy Pape |
| Address: | 400 County Center, 3 rd Floor San Mateo, CA 94063 |

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 Grants Manager by the date identified in Section 6.07 – Schedule of Due Dates and/or Deliverables.

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., Pxx96xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;

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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: Craig Denton

Title: Captain

Date: 6/4/19

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Valinda Roberts

Title: Chief, Business Operations

Date: _____

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



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1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. 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 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 the consent of CDFW in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that CDFW, the Department of General Services (DGS), 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 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 CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.



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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):** 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 Agreement only if approved in the budget detail and payment provisions section.
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 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, Grantee may copyright the same, except that, as to any work which is copyrighted by 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.

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



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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 Grant 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, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant 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: Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by 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 CDFW. The disclosure statement shall include this 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 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. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.



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16. **USE OF SUBCONTRACTOR(S):** If Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
 - The Agreement between the primary Grantee and the subcontractor must be in writing;
 - 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
 - Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

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 CDFW, and any 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 subcontractor.
18. **TRAVEL AND PER DIEM (if applicable):** 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 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 CDFW.
19. **LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, 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 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:

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- 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
- The State will not be responsible for any premiums or assessments on the policy.



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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 this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event 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 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, 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:** 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.
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.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to



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

Q1975051

San Mateo County Sheriff's Office of Emergency Services

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 Grantee are reimbursed by CDFW, 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 Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

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

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. 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 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 Grantee under this 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.



May 15, 2019

Craig Denton, Captain
San Mateo County, Sheriff's Office of Emergency Services
400 County Center
Redwood City, CA 94063


Re: Q1975051 – Local Government Oil Spill Contingency Plan Coordination, San Mateo County

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER


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

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

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



Authorized Signature



Date



Printed Name and Title of Person Signing