



January 7, 2019

David Cowan
Lake County Water Resources Department
255 N. Forbes St., Room 309
Lakeport, CA 95453

Re P1875065 00 OIL SPILL RESPONSE EQUIPMENT STAGING, LAKE COUNTY

For your review and signature, we are pleased to email the following attached electronic files for the above-referenced Grant Agreement:

- ☒ **Grant Agreement**
Please sign, date and scan/email back one copy of the signature page of the Grant Agreement.
- ☐ **Payment Data Record Form (STD 204)**
Please complete the form with your information.

In addition, the following checked items may also need to be included:

- ☒ **Acknowledgement of Work Commencement Authorization Disclaimer**
Please sign, date, and scan/email back one copy of the "Acknowledgment Disclaimer".
- ☒ Copy of the Authorizing Resolution approving and authorizing the financial assistance.
~~A completed and signed Federal Funding Accountability and Transparency Act, FFATA 2006 Contractor Certification Form (DFW 868).~~ Necessary for any Grant Agreements funded by federal financial assistance.

If you are unable to scan/email back the above-referenced documents, you may mail or hand-deliver them to the address below within five (5) working days to facilitate the final execution of the grant agreement by CDFW:

For hand deliveries, FedEx and UPS:
California Department of Fish and Wildlife
Payable Grants Section
1831 Ninth Street
Sacramento, CA 95811

For U.S. Postal Service delivery:
California Department of Fish and Wildlife
Payable Grants Section
PO Box 944209
Sacramento, CA 94244-2090

If you find that changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager listed below for direction.

Once Payable Grants Section receives the signed and required completed documentation, CDFW will execute the Grant Agreement and return by mail a complete signed document for your file. Please note that the Grant Agreement will not be effective until fully executed by CDFW. Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Peter Barker at (916) 324-6257.

Sincerely,

Jennifer Donohue
Payable Grant Analyst

Enclosure(s)
c: File, Suspense
OSPR Peter Barker
OSPR Julia-Malia Olea



January 7, 2019

David Cowan
Lake County Water Resources Department
255 N. Forbes St., Room 309
Lakeport, CA 95453

Re: P1875065 00 OIL SPILL RESPONSE EQUIPMENT STAGING, LAKE 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



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 OIL SPILL RESPONSE EQUIPMENT

P1875065 – LAKE COUNTY

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

GRANTEE: Lake County Water Resources Department
255 N. Forbes Street
Lakeport, CA 95453

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to GOVERNMENT CODE 8670.8.3, 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 Lake County Water Resources Department (Grantee) for the purposes set forth herein. Grantor and Grantee (Parties) accept the grant on the terms and conditions of this Agreement. Accordingly, the Parties hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$27,500.00 (Grant Funds) to financially support and assist Grantee's implementation of Oil Spill Response Equipment Staging, Lake County (Project).

2.02 Term: The term of this agreement is upon approval through October 30, 2019.

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 public entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 - Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Public Entities General Grant Provisions (Exhibit 1.a) of this Agreement, which is attached hereto and made a part of this Agreement.
- 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 9 – Budget and Payment.
- 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 submit progress reports in accordance with the payment and report schedule in Section 8 - Reports. Reports shall be submitted in the format prescribed by Grantor, as identified in Section 8 - Reports, and shall address the activities outlined in Section 6 - Project Statement. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by 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 California Department of Fish and Wildlife. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response Grant Program and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 Labor Code Requirements; Prevailing Wage:** Grantee shall comply with the California Labor Code for the Project. 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 Grantor cannot provide advice about Labor Code compliance.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** During an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena. The ICS is managed by the Unified Command, in most cases, is comprised of a designated official from the United States Coast Guard, the Office of Spill Prevention and Response (OSPR) and the Responsible Party (Spiller); the three members make all decisions on how the oil spill incident operations are planned, executed and demobilized.

Several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State. However, in certain remote locations, the OSRO's have difficulty or are unable to pre-stage response equipment. To address this problem, OSPR has established a grant program that will allow local government agencies funding to purchase spill response equipment so they can initiate a first response prior to the OSRO's arrival.

- 6.02 Objectives:** Grant funding will enhance the availability of oil response equipment around the state and will provide local governments an opportunity to protect their economic resources. Grantee will purchase the response equipment and provide training as identified in Attachment I, Equipment Specifications.

6.03 Project Description:

- 6.03.1 Location:** The equipment will be staged at the Central Garage located at 1825 S. Main Street, Lakeport, CA 95453, Lake County.
- 6.03.2 Project Set Up:** Grantee's Project Manager will be responsible for all aspects of the administration of this grant which include; procurement, training, staging and usage of the equipment.
- 6.03.3 Materials and Equipment:** See Attachment I, Equipment Specifications.
- 6.03.4 Project Implementation:** Grantee shall oversee the execution of the following tasks:

Task I – Equipment Ordering

1. Place order per OSPR equipment specifications which is attached hereto as Attachment I, Equipment Specifications and made a part of this agreement.

Task II – Equipment Delivery & Familiarization/Training

1. Coordinate delivery of equipment.
2. Ensure key response staff receives training/familiarization which should entail (Actual staff and total number of staff, to be determined by Grantee):
 - a. Health and safety concerns when deploying equipment on oil spills,
 - b. Equipment familiarization,
 - c. Care, storage and maintenance of the equipment,
 - d. Usage as it pertains to the Local Geographic Response Plans and other pertinent strategies,
 - e. Decontamination of personnel and equipment,
 - f. A practical hands-on deployment of the equipment, and
 - g. Limitations of the equipment.
3. Submit report to CDFW Grant Manager with equipment staging location.
4. CDFW Grant Manager will perform an inspection of the trailer and equipment.

Task III – Project Management

1. Furnish the necessary personnel, equipment, material and/or service(s) necessary for routine or incidental deployment of the equipment provided in this agreement.
2. Notify CDFW Grant Manager by phone or e-mail, when the equipment is used in conjunction with an oil spill response. Grantee also agrees to notify CDFW Grant Manager if the equipment is relocated to a different staging location within the jurisdiction.
3. Provide CDFW Grant Manager with equipment access such as facility/storage security access codes, keys to gate and trailer locks or designate staff to be on-site to allow the necessary access.
4. Grantee's Project Manager will be responsible for all aspects of the administration of this grant, including procurement, invoicing, training, staging, and usage of the equipment.

6.03.5 Schedule and Deliverables:

Task	Description	Deliverables	Estimated Completion Dates
I	Equipment Ordering	Equipment	September 30, 2019
II	Equipment Delivery and Familiarization/Training	Training and Location Report	September 30, 2019
III	Project Management	Deploy Equipment Invoicing	*TBD May 31, 2019

*The equipment may be deployed in the event of an oil spill within the Grantee's jurisdiction, for the shelf life of the equipment.

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 Manager:	
Name:	Peter Barker	Name:	David Cowan
Title:	Associate Governmental Program Analyst	Title:	Water Resources Director
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	255 N. Forbes Street - Room 309 Lakeport, CA 95453
Phone:	(916) 324-6257	Phone:	(707) 263-2344
Email:	peter.barker@wildlife.ca.gov	Email:	david.cowan@lakecountyca.gov

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Manager:	
Name:	Julia-Malia Olea	Name:	David Cowan
Title:	Contract/Grant Coordinator	Title:	Water Resources Director
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	255 N. Forbes Street - Room 309 Lakeport, CA 95453
Phone:	(916) 327-9407	Phone:	(707) 263-2344
Email:	julia-malia.olea@wildlife.ca.gov	Email:	david.cowan@lakecountyca.gov

SECTION 8 - REPORTS

8.01 Progress Reports: The grant does not require a Progress Report.

8.02 Final Report: A Final Report which summarizes the equipment purchase, staff training and staging location of the grant as described pursuant to Section - 6.03.4, Project Implementation, is due no later than September 30, 2019.

The Final Report will consist of one reproducible master and one copy upon completion of the project.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$27, 500.00 as detailed below. Actual expenditures will not be determined until the competitive process and equipment procurement has occurred. The procurement will consist of such items as a mobile storage trailer, boom, absorbents, anchors, personal protective equipment, equipment deployment training (if applicable) and all other items as outlined in Attachment I, Equipment Specifications.

Any changes or modifications to a fund source indicated below must be promptly reported to CDFW Grant Manager in writing.

Funding Sources and Cost Share			
SOURCE OF FUNDS	CASH	IN-KIND (If Applicable)	TOTAL
CDFW	\$27,500.00	\$0	\$27,500.00
Total Project Cost	\$27,500.00	\$0	\$27,500.00

Line Item Budget Detail	
PERSONNEL SERVICES	TOTALS
	\$0
OPERATING EXPENSES	
Equipment	\$27,500.00
TOTAL OPERATING EXPENSES	\$27,500.00
Indirect Cost Rate 0%	\$0
TOTAL GRANT AMOUNT	\$27,500.00

- 9.01.1 Budget Revisions:** Any Grantee request for budget revision to the budget of this Agreement must be submitted in writing to the CDFW Grant Manager, identified in Section 7 – Contacts, for approval. Grantor will not approve Grantee requests for budget revisions that would make costs incurred by Grantee that are inconsistent with the intent of this Agreement eligible for reimbursement from the Grant Funds.

Grantor will consider requests for a budget revision that, if granted:

1. Would be consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement,
2. Would not increase the total amount of Grant Funds,
3. Would not substitute key personnel, and
4. Are limited to line item shifts within a budget category (e.g. A. Personnel Services) of up to \$25,000 or 10 percent of the Grant Funds, whichever is less.

Any proposed budget revision that shifts Grant Funds from one budget category to another that exceed \$25,000 or 10 percent of the Grant Funds, whichever is less, would require a formal amendment to this Agreement.

9.02 Payment Provisions:

- 9.02.1 Disbursements:** Grant disbursements will be made to Grantee in one lump sum payment in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this Agreement. The invoice package must be sent hard copy or email to the CDFW Grant Manager, as identified in Section 7 – Contacts.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Lake County Water Resources Department
Attention:	David Cowan
Address:	255 N. Forbes Street - Room 309 Lakeport, CA 95453

- 9.02.2 Invoices:** The invoice shall contain the following documentation and information:

Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. 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. The Grant Agreement and sequential number of the invoice (PXX75XXX, Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Line Item Budget Detail;
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;

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LAKE COUNTY WATER RESOURCES DEPARTMENT

9. The signature of Grantee;
10. Grantee must provide supporting documentation for the invoice and actual receipts for items or services acquired.

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LAKE COUNTY WATER RESOURCES DEPARTMENT

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

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: David Cowan

Title: Water Resources 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.

Attachment I, Equipment Specifications

Table 1 Specifications for Equipment Trailer	
Custom Built	Approximate size of box 7' x 16' or 7' x 12 Minimum ¼" plywood interior sidewall with finished surface Undercoated exterior grade ¾" plywood floor Undercoating on complete chassis Vapor barrier underbelly 16: o/c stud walls 24" o/c floor cross member frame Fiberglass front cap Aluminum roof and cove Side vents (one on each side of trailer near top) Aluminum fenders (thickness should be 3/16") Lighted license plate holder Front stone guard Electric brakes with breakaway switch and battery GVRW 7000 lbs. (minimum)
Doors	Double rear door with full length cam bar Side door near front Both doors fitted with pad lock securing mechanism
Electrical	12 volt dome lights with wall switch 7-way connector D.O.T. compliant exterior lighting Double insulated wiring
Suspension	Tandem Axles EZ lube hubs torsion axles
Tires	15" radial tires 5-bolt E-coated wheels Wheel tire covers ½" wood tire parking pads Wheel chocks Spare tire and wheel with inside mount
Color	White "Oil Spill Response Equipment Funded by: Oil Spill Prevention and Response" stenciled in red 6" letters on 2 sides 2-digit trailer ID number stenciled on back of trailer in 6" black numbers 2-digit trailer ID number stenciled on top of trailer in 36" black numbers
Tongue	Hitch ball size 2 15/16" Tongue jack with stand pad D.O.T. safety chains
Warranty	3 Year Standard Manufactures Warranty 5 Year Axle Standard Manufacturers Warranty

Attachment I, Equipment Specifications

	20 Year Leak Manufactures Warranty
TABLE 2 Standard Oil Response Containment Boom Specifications (various sizes available)	
Freeboard	2.5"
Draft	4"
Overall Height	6.5"
Section Length	50' 1,500ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 3 Standard Storm Drain Containment Boom Specifications	
Overall Height	Bilge/Storm Drain Absorbent Boom 32" x 6"
Section Length	20 per case
TABLE 4 Standard Sorbent Boom Specifications	
Overall Height	6" – 8"
Section Length	120' up to 720ft

Attachment I, Equipment Specifications

TABLE 5 Standard Oil Response Containment Boom Specifications	
Freeboard	4"
Draft	6"
Overall Height	10"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 6 Standard Oil Response Containment Boom Specifications	
Freeboard	6"
Draft	6"
Overall Height	12"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange

Attachment I, Equipment Specifications

End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 7
Standard Oil Response Containment Boom Specifications

Freeboard	6"
Draft	12"
Overall Height	18"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing

Attachment I, Equipment Specifications

Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 8
Anchor System Specifications

Anchor	30 lb. Danforth Style Galvanized Anchor
Chain	10 feet of 3/8" galvanized proof coil chain, shackled to anchor using ½" galvanized shackle
Rode	150 feet of ½" nylon 3-strand with galvanized thimble eyes and 7/16" SPA galvanized shackle in each end.
Flotation	A2 Polyform style buoy (15.5") with 6 feet of ½" polypropylene rope spliced onto buoy and ½" galvanized thimble eye in other end with 7/16" galvanized shackle.
Warranty	Standard Manufacturer's Commercial Warranty

TABLE 9
Boom Tool Box Specifications

Tool Box	1	Heavy-duty poly toolbox. 24" length or larger if necessary to fit all tools
Wrenches	2	8" crescent wrench
Pliers	1	8" standard pliers
Hammer	1	16 oz. claw hammer
Clamps	2	4" C-clamp
Screwdriver	2	Flathead screwdriver, small and large
Shackles	4	2 3/8" SPA galvanized shackles, 2 ½" SPA galvanized shackles
Knife	1	Utility knife with extra blade set
Flashlight	1	Waterproof floatable flashlight with 2 D-cell batteries
Hardware	6	Hardware set including: 5/16" x 1 ¼" SS bolts, 2 flat washers, nylock nuts
PVC	4	PVC pipe 6"x6'
Wire	1	50' roll chicken wire or mesh fencing
Stakes	10	6' t-post stakes and t-post pounder
Kit	1	Plug and Patch Kit
Hacksaw	1	12in. High Tension Hacksaw
Wire/Bolt Cutters	1ea.	36' Bolt Cutter

Attachment I, Equipment Specifications

Generator	1	Gasoline Powered Electric Start Portable Generator with Wheel Kit
Sand bags	30	14 x 26"
Shovel	2	Square Point Digging Shovels
TABLE 10 PPE Gear Specifications		
Storage bag	Reusable waterproof storage bag large enough to hold all 1 set of PPE	
Hard hat	Hard hat with ratcheting head band	
Boots	16" PVC steel toe work boots, size 11, ASTM F2413-05 M I/75 C/75 compliant	
Glove liners	Nitrile glove liners, 1 box of 100, large size	
Gloves	PVC gloves, 1 dozen, 12" gauntlet, size 11 (large)	
Work gloves	Leather work gloves, 2 pair, large size	
Safety glasses	2 pair, meeting ANSI and OSHA specifications	
Ear plugs	6 pair	
Tyvek suits	Full tyvek suit without hood, 2 pair	
Tape	Duct tape, 2 rolls	
TABLE 11 Specifications for Decontamination Equipment		
Wash Tubs	2 Galvanized wash tubs	
Detergent	Degreaser detergent for decontamination	
Brushes	2 decontamination scrub brushes with long handles	
Waste Bags	1 case of 100 bags, 33" x 40", 4 mil	
Visqueen	1 roll of visqueen	
Tarps	2 drop tarps, 8' x 10'	
Bucket	1 5-gallon plastic bucket	
TABLE 12 Specifications for Spill Adsorbent Material		
Pads	Heavy weight adsorbent pads, 1 bag of 100 pads	
Sweep	100 feet of 19" heavy weight sweep with nylon web strap, bonded with scrim	
Boom	1 bag of heavy weight boom containing 4 sections of 5" x 10' each with poly tension line and quick-clips for connecting	
TABLE 13 Specifications for Spill Adsorbent Material		
Snare	Adsorbent snares, 2 bags, 30 snares per bag	
TABLE 14 Miscellaneous Equipment Specifications		

Attachment I, Equipment Specifications

First Aid Kit	Meeting the requirements for at least 10 people
Fire Extinguishers	2 5-pound class ABC fire extinguishers, mounted in trailer interior, one near the front and one near the rear.
MSDS Book	A binder containing MSDS for common oil products including gasoline, diesel, home heating oil, motor oil, jet fuel, fuel oil, IFO, bunker fuel, and crude oil. Also contains emergency contact numbers for spill, including the National Response Center (1-800-424-8802)
Navigation Lights	Self-floating amber buoy lights 48" tall to attach on or near boom. Lights should be made durable and waterproof, and should have adequate keel weight and floatation to give full stability in various tide and sea conditions. Lights should be flashing; D-cell battery operated, and be fitted with photo sensors.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 1 of 6**

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

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 2 of 6**

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

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

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

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

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

13. RIGHT TO TERMINATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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