

GRANT AGREEMENT (OSRE)

GRANT AGREEMENT NUMBER
P0875058

DEPARTMENT OF FISH AND GAME
OIL SPILL RESPONSE EQUIPMENT GRANT AGREEMENT

1. This Grant Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

Department of Fish and Game

GRANTEE'S NAME

San Mateo County Sheriff's Office of Emergency Services

2. The term of this Grant Agreement is: **May 01, 2009** through **October 31, 2009**

3. The maximum amount of **\$25,000.00** this Grant Agreement is: **Twenty-five thousand dollars and no cents.**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Grant Agreement.

Exhibit A – Scope of Work

3 Page(s)

Exhibit A – Attachment 1 – Equipment Specifications

6 Page(s)

Exhibit B – Invoicing and Payment Provisions

1 Page

*Exhibit C – General Terms and Conditions

GTC 307

* Hereby incorporated by reference and made part of this Grant Agreement as if attached hereto (www.ols.dgs.ca.gov/standard+language).

IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

President, Board of Supervisors San Mateo County

DATE SIGNED (Do not type)

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

400 County Center, Redwood City, CA 94063

STATE OF CALIFORNIA

STATE AGENCY'S NAME

Department of Fish and Game

DATE SIGNED (Do not type)

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cynde Jones, Assistant Deputy Director, Administration

ADDRESS

1416 9th Street, 12th Floor, Sacramento, CA 95814

OSRE Agreements are exempt from the Department of General Services review and approval:

EXEMPT PER: SCM 4.04 5 (b)

EXHIBIT A
SCOPE OF WORK
OIL SPILL RESPONSE EQUIPMENT GRANT

1. PROJECT PURPOSE

This Grant agreement (Grant) is entered into between the Department of Fish and Game (DFG) and the San Mateo County Sheriff's Office of Emergency Services (Grantee).

The purpose of this project is to provide funding to the Grantee to purchase oil spill response equipment to be staged in potentially high risk waters within each county agency's jurisdiction.

2. PROJECT OFFICIALS

Cindy Murphy shall be the designated Oil Spill Response Equipment (OSRE) Program Grant Manager for DFG under this Grant. The OSRE Grant Manager may be changed at any time by DFG by providing a ten (10) day advance written notice to the Grantee.

Stephen Mahaley shall be the designated Grantee's Project Manager under this Grant. The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day advance written notice to DFG.

Direct all program and project related inquiries to:

Department of Fish and Game
Office of Spill Prevention & Response
Marine Safety Branch
Attention: Cindy Murphy
Address: 1700 K Street, Suite 150
Sacramento, CA 95811
Phone: (916) 324-6250
Fax: (916) 327-0907
Email: cmurphy@ospr.dfg.ca.gov

San Mateo County Sheriff's Office of
Emergency Services
Attention: Stephen Mahaley
Address: 400 County Center
Redwood City, CA 94063
Phone: (650) 363-4955
Fax: (650) 363-4790
Email: smahaley@co.sanmateo.ca.us

3. BACKGROUND AND OBJECTIVES

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, which is comprised of a designated official from the United States Coast Guard, OSPR and the Responsible Party (oil 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, the Office of Spill Prevention and Response (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.

The State of Washington administered a similar program in 2006 and has seen a significant reduction of environmental, wildlife loss, and economic impacts due to a petroleum releases.

Grant funding will enhance the availability of oil response equipment around the state and will provide local governments an opportunity to protect their communities and resources. The grantee will purchase the response equipment and training as identified in Exhibit A, Attachment I, Equipment Specifications.

4. SCOPE OF WORK

A. Project Tasks

Grantee Shall:

Task 1 – Equipment Ordering

- Place order per OSPR equipment specifications (Reference Exhibit A, Attachment I, Equipment Specifications).

Task 2 – Equipment Delivery & Familiarization/Training

- Coordinate delivery of equipment
- Ensure key response staff receives training/familiarization which should entail (Actual staff and total number of staff, to be determined by Grantee):
 - 1) Health and safety concerns when deploying equipment on oil spills
 - 2) Equipment familiarization
 - 3) Care, storage and maintenance of the equipment
 - 4) Usage as it pertains to the Local Geographic Response Plans and other pertinent strategies
 - 5) Decontamination of personnel and equipment
 - 6) A practical hands-on deployment of the equipment
 - 7) Limitations of the equipment
- Submit report to OSPR with names of trained staff and equipment staging location
- OSPR's Representative will perform an inspection of the trailer and equipment.

Task 3 – Equipment Usage

- Furnish the necessary personnel, equipment, material and/or service(s) necessary for routine or incidental deployment of the equipment provided in this agreement.
- Notify the OSPR Grant Manager by phone or e-mail, when the equipment is used in conjunction with an oil spill response. The Grantee also agrees to notify OSPR if the equipment is relocated to a different staging location within the jurisdiction.
- Provide OSPR 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.

B. SCHEDULE OF COMPLETION DATES

<u>Activity</u>	<u>Date</u>
Equipment Order	On or before June 30, 2009
<u>All equipment must be ordered on or before June 30, 2009. Orders placed after June 30, 2009 will NOT be reimbursed by OSPR.</u>	
Equipment Delivery & Training	On or before September 30, 2009
Training & Location Report	On or before October 31, 2009

C. SPECIAL TERMS AND CONDITIONS

- 1) The OSPR will provide grant funding specifically to purchase oil spill supplies and equipment from a certified vendor. The Grantee will own the equipment and may use it without obligation or limitation, as long as they work with the unified command. The Grantee is responsible for licensing, care, maintenance, repair and replacement of the equipment provided under this Grant Agreement. The Grantee must notify OSPR of the location of the equipment, and provide a means for OSPR to access the equipment (as outlined in Task 3 – Equipment Usage) in the event of a spill, where the equipment is not being used by the Grantee.
- 2) Functional or operational equipment provided under this Grant Agreement may not be re-sold. If the Grantee decides to no longer participate in oil spill response with the equipment provided under this Grant Agreement, the equipment will be returned to OSPR.
- 3) If response equipment is used for an oil spill and OSPR is notified promptly and participates in the spill response and cleanup effort, OSPR agrees to make reasonable efforts to replace any expendable equipment at the expense of the responsible party (spiller).
- 4) If the Grantee is not using the equipment and the equipment is necessary for oil spill response activities in a nearby jurisdiction, the Grantee agrees to allow OSPR, its agents and/or contractors under the direction of OSPR to access the equipment. When the equipment is used by OSPR, its agents or contractors, OSPR agrees to return the equipment in the same condition as prior to its use. Durable equipment will be clean and decontaminated and expendable equipment will be replaced at no expense to the Grantee.
- 5) State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the 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 city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

Attachment I - Equipment Specifications

Table 1 Specifications for Equipment Trailer	
Build	Approximate size of box 7' x 16' 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 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 Axels EZ lube hubs torsion axles
Tires	15" radial tires 5-bolt E-coated wheels Wheel tire covers ½" wood tire parking pads Wheel chocks
Color	White "Oil Spill Response Equipment" 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
Options	Spare tire and wheel with inside mount
Warranty	3 Year Standard Manufactures Warranty 5 Year Axle Standard Manufacturers Warranty 20 Year Leak Manufactures Warranty

Attachment I - Equipment Specifications

Table 2 Standard Oil Response Containment Boom Specifications	
Freeboard	8"
Draft	12"
Overall Height	20"
Section Length	100'
Fabric	22 oz./sq. yd. PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 0962-04) or ASTM Slide (F 3428-04) (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 floatation 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
Tow Plate	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

Attachment I - Equipment Specifications

Table 3 Harbor Boom Specifications	
Boom Type	Fast Water Response Boom
Freeboard	8"
Draft	12"
Overall Height	20"
Section Length	100'
Fabric	22 oz./sq. yd. PVC Coated Nylon Fabric
Color	Yellow or International Orange
Top Tension Cab	5/16" S/S PVC Coated Aircraft Grade or Equivalent sealed in fabric above the floatation. Cable end finished with thimble and swedges sleeves, attached to connectors in a positive manner.
End Connectors	ASTM "Z" (F 0962-04) or ASTM Slide (F 3428-04) (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	3/8" Galvanized Chain
Tow Plate	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

Attachment I - Equipment Specifications

Table 4 Anchor System Specifications	
Anchor	30 lb. Danforth Style Galvanized Anchor
Chain	10 feet of 3/8" galvanized proof coil chain, shackled to anchor using 1/2" galvanized shackle
Rode	150 feet of 1/2" 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 1/2" polypropylene rope spliced onto buoy and 1/2" galvanized thimble eye in other end with 7/16" galvanized shackle.
Warranty	Standard Manufacturer's Commercial Warranty

Table 5 Boom Tool Box Specifications		
Tool Box	1	Heavy duty poly tool box. 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 1/2" 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 1/4" SS bolts, 2 flat washers, nylock nuts

Attachment I - Equipment Specifications

Table 6 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, 1 roll

Table 7 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 8 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

Attachment I - Equipment Specifications

Table 9 Miscellaneous Equipment Specifications	
First Aid Kit	Meeting the requirements of WAC 296-800-15020 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) and Washington Emergency Management Division (1-800-258-5990).
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 B
INVOICING AND PAYMENT PROVISIONS
OIL SPILL RESPONSE EQUIPMENT PROGRAM

1. INVOICING AND PAYMENT

- A. Upon satisfactory performance, the State agrees to pay the Grantee a one (1) time payment, in arrears, for all work described herein for the total specified amount, following submission of an original and two (2) copies of the invoice. The invoice shall be submitted to:

Grant Manager: Cindy Murphy
Region / Division: Office of Spill Prevention and Response
Address: 1700 K Street, Suite 150, Sacramento, CA 95811

- B. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Grant Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Grantee. All invoices must be approved by the Grant Manager.
- C. 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 the Grantee;
 3. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
 4. Name of the Region/Division of the Department of Fish and Game being billed;
 5. The date of the invoice and the time period covered;
 6. The number of the agreement upon which the claim is based, and;
 7. An itemized account of the services for which the DFG is being billed. Include all of the following:
 - a. A description of the services performed, including date of order (copy of purchase order required), and proof of delivery and training;
 - b. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this agreement; and
 - c. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices).

2. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.