

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Oil Spill Response Equipment

DATE: June 4, 2015

City Council Goals:

To develop plans and pursue opportunities to protect natural resources. (#8)

To provide public service that assures the safety of property and citizens residing, working, or visiting in Brisbane. (#9)

To promote intergovernmental opportunities that enhances services and/or reduces cost of operations and services to city residents. (#10)

Purpose:

To obtain required approvals so the City can accept a grant for oil spill response equipment; this action is consistent with the city's values of caring for the environment and of ensuring the highest level of water quality.

Recommendation:

Approve Resolution No. 2015-23 naming the persons authorized to accept an Oil Spill Prevention and Response Grant from the California Department of Fish and Wildlife.

Background:

The Marina has typically been the location where oil spill response equipment is stored. The primary use for this equipment is during hydrocarbon spill events from one of our licensees' vessels; however, it has also been deployed due to external events (e.g., Cosco Busan, Brisbane Tank Farm).

The existing supply of booms is near the end of its useful deployable life. The Harbormaster applied for a grant from the California Department of Fish & Wildlife (CDFW), and the grant has been approved. The attached resolution is required by CDFW as a condition of providing the \$30,000.

Discussion:

Failure to approve the resolution would preclude receipt of grant funds. If that decision were made, the city would be required to source other funds for replacement of aging oil spill response equipment inventory.

Fiscal Impact:


This action will produce a one-time receipt of \$30,000.

Measure of Success

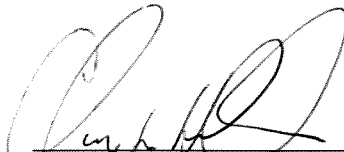
Having the resources available to respond to oil spill events within our Marina and surrounding waters.

Attachments:

- Resolution No. 2015-23
- CDFW Agreement P1475051



Director of Public Works/City Engineer



City Manager

RESOLUTION NO. 2015-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE OFFICE OF
SPILL PREVENTION AND RESPONSE FOR OIL SPILL RESPONSE
EQUIPMENT**

WHEREAS, the City of Brisbane applied to the California Department of Fish and Wildlife Office of Spill Prevention and Response for oil spill response equipment for the City of Brisbane Marina; and

WHEREAS, the California Department of Fish and Wildlife Office of Spill Prevention and Response has approved the City of Brisbane Marina to receive \$30,000 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane as follows:

The following persons are authorized to accept a California Department of Fish and Wildlife Office of Spill Prevention and Response grant in the amount of \$30,000 on behalf of the City of Brisbane Marina:

Randy L. Breault
Director of Public Works/City Engineer

Michael Hahn
Harbormaster

Terry O'Connell, Mayor

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Brisbane held on the 4th day of June, 2015, by the following vote:

AYES:
NOES:
ABSENT:

Sheri Marie Spediacci, City Clerk



April 23, 2015

Michael Hahn
City of Brisbane Marina
400 Sierra Point Parkway
Brisbane, CA 95701

Re: P1475051 00 OIL SPILL RESPONSE EQUIPMENT STAGING BRISBANE MARINA, SAN MATEO COUNTY

Enclosed are one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return all six (6) signature sheets, as well as the "Acknowledgment Disclaimer", with original signatures, **within fifteen (15) working days** to:

For United States Postal Service deliveries:
California Department of Fish and Wildlife
Payable Grants Section
Attn: Matt Wells
P.O Box 944209
Sacramento, CA 94244-2090

For hand deliveries and Non-United States Postal Service deliveries:
California Department of Fish and Wildlife
Payable Grants Section
Attn: Matt Wells
1831 9th Street
Sacramento, CA 95811

Failure to return agreement in fifteen (15) working days could affect execution of agreement. Please do not make any changes to this Agreement. Contact the Grant Manager for direction.

Agreements are not effective until approved by the California Department of Fish and Wildlife as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

- ☐ If you do not have a Payment Data Record form (STD 204) on file with CDFW, please complete the attached, sign and return.
- ☒ Please return a copy of your Authorizing Resolution.
- ☐ Please submit the Accord Certificate of Liability Insurance (not less than \$1,000,000).
- ☐ This agreement is funded under a federal grant or contract. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires the State to report sub-recipient data. Please complete and submit the enclosed FFATA Contractor Certification form (FG_GMB 868).
- ☐ Other

Questions concerning the services to be performed under this Agreement should be directed to the Grant Manager Cindy Murphy at (916) 324-6250.

Sincerely,

Celenia Penix
Payable Grant Analyst

Enclosure(s)

c: File, Suspense
OSPR, Cindy Murphy
OSPR, Cassaundra White



April 23, 2015

Michael Hahn
City of Brisbane Marina
400 Sierra Point Parkway
Brisbane, CA 95701

Re: P1475051 00 OIL SPILL RESPONSE EQUIPMENT STAGING BRISBANE MARINA, 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



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



OIL SPILL RESPONSE EQUIPMENT GRANT PROGRAM

GRANT AGREEMENT NUMBER: P1475051

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

GRANTEE: City of Brisbane Marina (Grantee)
400 Sierra Point Parkway
Brisbane, CA 94005
Facsimile Number: (650) 583-6978

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to **GOVERNMENT CODE 8670.8.3.**, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$30,000.00** to financially support and assist Grantee's implementation of **Oil Spill Response Equipment Staging Brisbane Marina, San Mateo County.**

Term. The term of this agreement is **June 1, 2015** or **upon Grantor approval** through **December 31, 2015**

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 **Existence and Power.** Grantee is a governmental entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 **Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with 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: Objectives and Timelines.
- 5.02 **Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 **Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 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 Program at the level initially agreed, the 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 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in

AGREEMENT NUMBER: P1475051
CITY OF BRISBANE MARINA

Section 6, Project Statement: Objectives and Timelines. 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 the 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.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

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 and 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 provide 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(s):

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. The grantee will purchase the response equipment and provide training as identified in Attachment I, Equipment Specifications, which is attached hereto and made part of this agreement.

6.03 Project Description:

6.03.1 Location:

The equipment purchased will be staged at the Brisbane Marina located at 400 Sierra Point Parkway, Brisbane, CA 94005, San Mateo County.

6.03.2 Project Set Up:

The 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:

See Attachment I, Equipment Specifications.

6.03.4 Project Implementation:

The Grantee shall oversee the execution of the following tasks:

Task I – Equipment Ordering (Grantor funded)

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

Task II – Equipment Delivery & Familiarization/Training (Grantee funded)

- 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 equipment staging location
- OSPR's Representative will perform an inspection of the trailer and equipment

Task III – Equipment Usage (Grantee funded)

- 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 Project 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.

6.03.5 Project Management:

As stated in section 6.03.2, The Grantee's Project Manager will be responsible for all aspects of the administration of this grant.

6.03.6 Timelines:

Equipment Delivery & Training On or before August 31, 2015

Training & Location Report On or before November 1, 2015

6.04 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Project Manager:</u>	<u>City of Brisbane Marina:</u>
Name: Cindy Murphy, Associate Governmental Program Analyst Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 324-6250 FAX: (916) 324-8829 Email: Cindy.Murphy@wildlife.ca.gov	Name: Michael Hahn, Harbormaster Address: 400 Sierra Point Parkway Brisbane, CA 94005 Phone: (650) 583-6975 FAX: (650) 583-6978 Email: mhahn@ci.brisbane.ca.us

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CITY OF BRISBANE MARINA

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>City of Brisbane Marina:</u>
Name: Cassaundra White, Grant Analyst Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 323-4726 FAX: (916) 324-8829 Email: Cassaundra.White@wildlife.ca.gov	Name: Michael Hahn, Harbormaster Address: 400 Sierra Point Parkway Brisbane, CA 94005 Phone: (650) 583-6975 FAX: (650) 583-6978 Email: mhahn@ci.brisbane.ca.us

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 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, Task III, Project Implementation, is due no later than **November 30, 2015**

The Final Report will consist of one (1) reproducible master and one (1) copy upon completion of the project.

SECTION 8 - BUDGET

8.01. Expenditure Summary

There is no line item detail for this grant, as 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.

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than 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 to the Project Manager at:

**California Department of Fish and Wildlife,
Office of Spill Prevention and Response
Attn: Cindy Murphy
1700 K Street, Suite 250
Sacramento, CA 95811**

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- 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 grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the 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.

AGREEMENT NUMBER: P1475051
CITY OF BRISBANE MARINA

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Karen Edgren

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Michael Hahn

Title: Harbormaster

Date: _____

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

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 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 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

	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 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
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

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 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
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

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 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 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 1/2" 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 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 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 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
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

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		

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: P1475051

Grantee Name: City of Brisbane Marina

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.

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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):** The Grantee shall obtain, at its expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.
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.

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

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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 approval prior to starting any of the work;
- 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.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain 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: Property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture) 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 – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment – 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 property of Grantee. CDFW does not claim title to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

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Title to property with a unit cost of \$5,000 or more may be retained by 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.