

Grant Application and Administrative Procedures Guide; Oil Spill Response Equipment Grant Program



State of California

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Natural Resources Agency

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OSPR 2020

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PREFACE

This Grant Application and Administrative Procedures Guide (guide) provides the instructions and information necessary for application to the Oil Spill Response Equipment Grant Program. This grant program is administered by the California Department of Fish and Wildlife's Office of Spill Prevention and Response (CDFW-OSPR). The objective of this grant program is to award grants to local government agencies including cities, counties, port districts, and tribal governments for the purchase of oil spill response equipment. The grant award also includes staging location, equipment familiarization, hands-on boom deployment training and delivery.

The purpose of this program is to support local first responders and protect these agencies' economic interests during an oil spill response. The Oil Spill Response Equipment Grant awards are selected by CDFW-OSPR grant manager and field staff; and must be located within or immediately adjacent to state waters.

This guide contains the following:

- Eligibility criteria for grant applicants
- Instructions on how to apply
- Mechanism for the selection of grant recipients
- Procedures for grant award/denial notification
- Terms and conditions of the grant agreement
- Payment of funds
- Administrative procedures and an example grant agreement

The CDFW-OSPR staff would appreciate any comments and suggestions you might have for improving this guide. If you have any questions or concerns about the information or materials contained herein, please write or e-mail:

Cindy Murphy and Pete Barker, Oil Spill Response Equipment Grant Managers
California Department of Fish and Wildlife, Office of Spill Prevention and Response P.O.
Box, 944209, Sacramento, CA 94244-2090
cindy.murphy@wildlife.ca.gov or peter.barker@wildlife.ca.gov

*This document is available on the Department of Fish and Wildlife Office of Spill Prevention and Response's website at: <https://www.wildlife.ca.gov/OSPR/Local-Government-Outreach>
Alternate formats of these documents will be made available upon request. If reasonable accommodation is needed, call CDFW at (916) 322-8911. The California Relay Service for the deaf or hearing-impaired can be utilized from TDD phones at (800) 735-2929.*

INTRODUCTION

The California Department of Fish and Wildlife's Office of Spill Prevention and Response (CDFW-OSPR) is soliciting grant applications for funds to go towards the purchase of oil spill response equipment, staging location, equipment familiarization, hands-on boom deployment training and delivery to support local, regional, and statewide emergency response to oil spills.

There are no federal funds associated with this grant.

BACKGROUND

In early 2007, after review of the ***Cosco Busan oil spill*** in San Francisco, CDFW-OSPR recognized the need to pre-position response equipment to assist tribal governments, counties, cities, ports and special districts in California to provide emergency first responders the ability to safely and quickly respond to oil spills and protect their community's economic, cultural, or other priority resources.

In 2014, Governor Jerry Brown and the State Legislature expanded the CDFW-OSPR program to cover all state surface waters at risk of oil spills from any source, including vessels, pipelines, production facilities and the increasing shipments of oil transported by railroads. This expansion provided critical administrative funding for preparedness, spill response, and simultaneously permitted an expansion of the Oil Spill Response Equipment Grant Program (OSRE) to all 58 counties within California.

APPLICANT ELIGIBILITY

Applicants **eligible** for oil spill response equipment funding include:

- California cities, counties, and municipalities
- Other state recognized local governments
 - Ports
 - Public utility districts
 - Other special purpose districts (i.e. clean air agencies, fire departments)
- Tribal governments

Applicants **ineligible** for oil spill response equipment funding include:

- Private entities
- Non-profit organizations
- Non-government organizations
- State agencies
- Federal agencies

Ineligible applicants are encouraged to partner with eligible local government entities to coordinate equipment location to support countywide resources.

AVAILABLE GRANT FUNDS

The spending authority that CDFW-OSPR receives varies from year to year. The average total amount awarded in a single year is approximately \$250,000. For current year allocations, contact CDFW-OSPR grant manager. Disbursement of grant awards are contingent on the availability of funds in the Oil Spill Prevention Administration Fund, 320, Local Assistance.

There are no match requirements, and grant awards will cover 100 percent of eligible costs of the grant offer amount not to exceed \$35,000.

GRANT APPLICATION

To participate in this grant program, all applicants must submit a completed one-page grant application form to CDFW-OSPR. The main components of the grant application are:

- Agency or tribal government name and contact information
- Where will the response equipment be staged
- How will the response equipment be deployed (personnel, boats)

All requested information on the one-page grant application form must be complete.

DECLARATION OF AUTHORITY

Each applicant must submit a Declaration of Authority stating that they are authorized to apply for these grant funds. A sample declaration is included as **Appendix A**.

BUDGET

The budget outlines the total costs associated with the grant award. It must include only those costs that will be incurred during the project term. All costs must be reasonable and allowable. Costs include equipment purchase, staging location, equipment familiarization and hands-on boom deployment training and delivery. An example of an acceptable budget format is included in **Appendix B**, which is an example of the grant agreement that will be generated for successful applications.

Note: Grant disbursements will be made to grantee in one lump sum payment in arrears, upon receipt of an original itemized invoice and required documentation as identified in Section 9.

WHEN AND WHERE TO APPLY

Grant application can be found at: [OSRE Grant](#)

Applications are received on a continuous basis. A completed application must be submitted to:

Cindy Murphy or Pete Barker, Oil Spill Response Equipment Grant Manager
California Department of Fish and Wildlife, Office of Spill Prevention and Response P.O.
Box, 944209, Sacramento, CA 94244-2090

or electronically (preferred) to:

cindy.murphy@wildlife.ca.gov or peter.barker@wildlife.ca.gov

REVIEW, EVALUATION, AND RATING CRITERIA

CDFW-OSPR grant manager will provide an initial review of each application received within 60 days. The initial evaluation will be the administrative review to determine eligibility of the applicant and completeness of the one-page grant application. The form that CDFW-OSPR will utilize for this purpose is included as **Appendix C** (OSRE Evaluation Form). All applicants are advised to carefully review their application form to ensure it is complete. Failure to complete the requirements may result in the disqualification of the applicant.

Applications that are complete and eligible for funding will undergo a site visit review and thorough evaluation by the CDFW-OSPR grant manager and field staff. The following evaluation form will be used by CDFW-OSPR staff to evaluate each application:

Evaluation Form:

The Oil Spill Response Equipment applicants that meet minimum requirements shall be further evaluated using the criteria below. The screening criteria shall be used to distinguish between preferred and non-preferred applicants using the Evaluation Form identified in **Appendix C**.

Criteria 1: The applicant identifies and describes local oil spill risks and impacts associated with the transportation of oil through their area of response.

Scoring: 0-3 points

Guidance:

- 0 points: Applicant describes no waters of the state nearby or no potential oil impacts to the environment.
- 1 point: Applicant describes a very low to low-risk picture of the area and a very low to low level of potential oil impacts to the environment and to waters of the state.
- 2 points: Applicant describes a moderate to high-risk picture of the area and a moderate to high level of potential oil impacts to the environment and to waters of the state.
- 3 points: Applicant describes a very high-risk picture of the area and a comprehensive level of potential oil impacts to the environment and to waters of the state.

Criteria 2: The applicant identifies and describes local value and vulnerability of resources to be protected (economic/environmental sites).

Scoring: 1-3 points

Guidance:

- 1 point: Applicant describes a very low to low-risk picture of the area and a very low to low level of potential oil impacts to the environment and to waters of the state.
- 2 points: Applicant describes a moderate to high-risk picture of the area and a moderate to high level of potential oil impacts to the environment and to waters of the state.
- 3 points: Applicant describes a very high-risk picture of the area and a comprehensive level of potential oil impacts to the environment and to waters of the state.

Criteria 3: The applicant identifies and describes their ability to deploy the equipment (e.g., boats and personnel).

Scoring: 0-3 points

Guidance:

- 0 point: Applicant has no staff or boats to deploy the equipment.
- 1 point: Applicant describes their ad hoc approach to staff and boats in order to deploy boom.
- 2 points: Applicant describes staff and boats available during work hours only.
- 3 points: Applicant describes trained staff and boats available 24/7 to deploy whenever necessary.

Criteria 4: The applicant identifies and describes their current access to response equipment and proximity to oil spill response organizations within their area of operation.

Scoring: 1-3 points

Guidance:

- 1 point: Applicant describes large amounts of oil spill equipment readily available.
- 2 points: Applicant describes a nominal amount of resources existing (<1000' of boom) and available storage.
- 3 points: Applicant describes a very small amount of resources existing (<600' of boom) and no available storage.

Criteria 5: The applicant identifies and describes their willingness to allow local, state and federal organizations access to the equipment if needed.

Scoring: 1-3 points

Guidance:

- 1 point: Applicant describes equipment will not be available for any agency to utilize other than granting agency.
- 2 points: Applicant describes equipment will only be available by prearranged times to some professional organizations or agencies.
- 3 points: Applicant describes equipment will be available 24/7 to professional organizations or agencies upon request.

NOTICE OF GRANT AWARD OR DENIAL

A written notification will be sent to each applicant notifying the applicant whether their application has been selected for a grant award, denied or on hold for next fiscal year. Successful applicants will be notified of the person(s) with whom they should make contact to administer the grant. The grant award, equipment list and budget will be approved by the CDFW-OSPR grant manager and will become a part of the Grant Agreement.

The denial letter will include the basis for denial and will provide a staff person to contact in the event there are questions. The applicants Oil Spill Response Equipment Grant Application and Evaluation Form will be retained by CDFW-OSPR.

ADMINISTRATIVE PROCEDURES

After the review and evaluation process is completed and grants recipient have been selected, there are several steps that must be taken in order to enter into the grant agreement and during the process of administering the grants. Applicants should be prepared for this if their grant is awarded.

APPENDIX A: SAMPLE DECLARATION OF AUTHORITY

To: California Department of Fish and Wildlife - Office of Spill Prevention and Response

I, (print name)_____, declare that our agency,_____, has the authority to submit, on behalf of (name of the local entity(ies) to be covered by the plan proposal)

_____, an application and project proposal for grant funds from the California Department of Fish and Wildlife's Office of Spill Prevention and Response's Oil Spill Response Equipment Grant Program. A formal resolution designating such authority shall be submitted prior to entering into any grant agreement. Please direct any correspondence regarding this program to our agency at:

CONTACT PERSON: AGENCY NAME: AGENCY ADDRESS: CITY/ZIP CODE:
PHONE NUMBER: EMAIL ADDRESS: FACSIMILE:

Authorized Representative Signature (printed name)

Title Date

APPENDIX B: SAMPLE GRANT AGREEMENT LANGUAGE

OFFICE OF SPILL PREVENTION AND RESPONSE OIL SPILL RESPONSE EQUIPMENT STAGING, LOCATION GRANT AGREEMENT NUMBER - Q1X75XXX

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

GRANTEE: <Grantee Legal Name>
<Mailing Address>
<City, State Zip>

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 this Grant Agreement (Agreement) and to make an award to the **Grantee Legal Name** (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of **\$XX,XXX** (Grant Funds) to financially support and assist Grantee's implementation of Oil Spill Response Equipment Staging, **<Insert County>** (Project).
- 2.02 Term:** The term of this agreement is **<Enter Term Start Date>**, or upon approval through **<Enter Term Start Date>**.

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 an **«Enter an appropriate qualifying business type authorized under grant authority (i.e., non-profit, governmental entity, etc)»**, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations

hereunder.

- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 – Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided «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 the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 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 comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.
- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and

Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

- 5.10 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** 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 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 with 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 Equipment Specifications (Attachment I).
- 6.03 Project Description:** 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.
- 6.04 Location:** The equipment will be staged at the <name of location>, located at <Building name, address, county>.
- 6.05 Materials and Equipment:** See Equipment Specifications (Attachment I).
- 6.06 Project Implementation:** Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.08 – Schedule of Due Dates and Deliverables:

Task 1 – Equipment Ordering

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

Task 2 – Equipment Delivery & Familiarization/Training

Coordinate delivery of equipment.

1. Ensure key response staff (actual staff and total number of staff, to be determined by Grantee) receives training/familiarization which should entail:
 - 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.
2. Submit report to the CDFW Grant Manager with equipment staging location.
3. The CDFW Grant Manager will perform an inspection of the trailer and equipment.

Task 3 – Project Management and Administration

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. Equipment may be deployed in the event of an oil spill within Grantee's jurisdiction, for the shelf life of the equipment. Grantee will notify the CDFW Grant Manager within 15 days by phone or e-mail, when the equipment is used in conjunction with an oil spill response. Grantee also agrees to notify the CDFW Grant Manager if the equipment is relocated to a different staging location within the jurisdiction.
3. Provide the 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, final reporting, training, staging, and usage of the equipment.

6.07 Schedule of Due Dates and Deliverables:

| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|-------------|---|------------------------------|-----------------------------------|
| 1 | Equipment Ordering | Equipment | DATE |
| 2 | Equipment Delivery and Familiarization/Training | Training and Location Report | DATE |
| 3 | Project Management and Administration | Invoicing and Final Report | DATE |

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: | | Name: | |
| Title: | | Title: | |
| Address: | | Address: | |
| Phone: | | Phone: | |
| Email: | | Email: | |

Direct all administrative inquiries to:

| CDFW Grant Coordinator: | | Grantee Project Manager: | |
|--------------------------------|--|---------------------------------|--|
| Name: | | Name: | |
| Title: | | Title: | |
| Address: | | Address: | |
| Phone: | | Phone: | |
| Email: | | Email: | |

Section 8 – Reports

8.01 Final Report: Grantee shall submit a Final Report by the date listed in Section 6.07– Schedule of Due Dates and Deliverables. The report shall summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request. The Final Report will consist of one electronic version in Microsoft Word (or compatible format), upon the completion of the Project.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$XX,XXX as detailed in the Line Item Budget Detail (Detail) 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 Equipment Specifications (Attachment I).

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

| Line Item Budget Detail | |
|---------------------------------------|---------------------------------|
| A. PERSONNEL SERVICES | |
| N/A | \$0 |
| | Total Personnel Services |
| | \$0 |
| B. OPERATING EXPENSES: GENERAL | |

| Line Item Budget Detail | |
|--|------------|
| N/A | \$0 |
| Subtotal Operating Expenses: Genera | \$0 |
| C. OPERATING EXPENSES: SUBCONTRACTORS | |
| N/A | \$0 |
| Subtotal Operating Expenses: Subcontractors | \$0 |
| D. OPERATING EXPENSES: EQUIPMENT | |
| Equipment identified in Attachment A | \$0 |
| Subtotal Operating Expenses: Equipment | \$0 |
| E. INDIRECT COSTS | |
| Indirect Charge Rate 0% (Applies to Sections A + B only) | \$0 |
| F. GRAND TOTAL (A+B+C+D+E) | \$0 |

9.01.1 Budget Flexibility: Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact. Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.09 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

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 required documentation as identified in Section 6.07 - Schedule of Due Dates

and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

| | |
|----------------------|---|
| Grantee Name: | |
| Attention: | |
| Address: | <Mailing address provided here must match the mailing address in the STD 204 Payee Data Record> |

9.02.2 Invoice Documentation: The invoice for payment must be accompanied by the Final Report. If there is cost share involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice must be submitted to the CDFW Grant Manager by the date identified in Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be sent hard copy or email to the CDFW Grant Manager, as identified in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Qxx75xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

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

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: _____
Title: _____
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.

PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Can be found at: [Exhibit 1.a](#)

APPENDIX C: EVALUATION FORM

| Applicant Name | Reviewed By |
|---|---------------|
| Applicant POC | Date Reviewed |
| Date Submitted | Date Approved |
| Criteria | Score |
| Threat of Spill/Anticipated Magnitude | |
| Value and Vulnerability of Resources to be Protected (Economic) | |
| Ability/Feasibility of Applicant to Deploy Equipment | |
| Proximity to Existing Response Equipment | |
| Willingness to Allow OSPR Access | |
| Comments | |
| Total | |

APPENDIX D: FREQUENTLY ASKED QUESTIONS

What is the Response Equipment Grant?

The Department of Fish and Wildlife, Office of Spill Prevention and Response would like to provide a grant to any local government entity to provide response equipment that can be pre-positioned (pre-staged) throughout the state. The equipment will be deployed by the grantee to contain a spill or to protect local resources.

Who can apply for the equipment grant?

Any local public agency or tribe in the State of California, including cities, counties, tribal nations, fire departments, Port Districts, Public Utility Districts, and Emergency Management Departments.

Who will receive the equipment grant?

In order to be considered, agencies must be at risk of an oil spill occurring in their jurisdiction.

Grant awards will be selected based on the following:

- Threat and magnitude of an oil spill in waters of the state
- Proximity to ecological sensitive sites
- The proximity of existing nearby response equipment or personnel
- Ability to deploy spill response equipment

Are there any fees associated with the equipment grant?

There are no fees, matching funds, or out-of-pocket expenses associated with receiving the equipment grant. If you choose to ensure the equipment, your insurance provider may charge you to add to your policy.

TRAINING FAQ

How long is the training?

Training will be eight hours in length.

What will the training consist of?

The training will consist of basic safety and equipment deployment including:

- Health and safety concerns when deploying equipment on oil spills
- Equipment familiarization
- Care, storage, and maintenance of the equipment
- Booming techniques
- Spill reporting and notification
- Decontamination of personnel and equipment
- A practical hands-on deployment of the equipment
- Limitations of the equipment

Some jurisdictions are supplementing this training on their own with HAZWOPER/HAZMAT training and water safety/boat operations training. This training is designed to allow equipment users to safely deploy the equipment.

Who should be trained?

The people deploying the equipment should be trained. Additionally, individuals or organizations who are first responders in the county where the equipment will be stored, and/or deployed, may participate in training.

Can someone who has not been trained deploy the equipment?

Once an organization has ownership of the equipment, it is in their discretion to determine who may deploy the equipment. For the safety of all personnel, anyone who may deploy the equipment should be trained.

Who will provide the training?

A list of vendors will be provided upon request.

Are funds available for backfill staff during training?

No funds are available for backfill staff during training. It is the responsibility of each individual agency to handle staffing issues during the scheduled training.

EQUIPMENT FAQ

Where should the equipment be stored?

It is up to your organization to provide storage for the equipment trailer. Many agencies will store the trailer in a secure location near the water. Since the trailer can be moved, it may also be staged at a centralized location which can be easily accessed.

Does the response equipment need to be stored at a fire department or marina?

Not necessarily. You decide where you want to store the equipment. Fire departments are in a

prime position to deploy the boom because of their 24-hour presence, staff numbers, training and equipment (boats). It is often beneficial to store the equipment at a marina because responders and the equipment can be staged at one location.

What happens when we use the equipment?

If the equipment is used for a response action at OSPR's request (any significant marine or inland aquatic oil spill), reimbursement funds may be available for replacement or boom decontamination. If you deploy your boom without prior authorization, reimbursement may not be available.

Will OSPR maintain the response equipment?

No. You will own the equipment; therefore; the maintenance will be your responsibility.