



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
OFFICE OF SPILL PREVENTION AND RESPONSE
CALIFORNIA NATIVE AMERICAN TRIBAL GOVERNMENT PREPAREDNESS GRANT
[INSERT NAME OF TRIBE]
GRANT AGREEMENT NUMBER – Q25750XX

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
Office of Spill Prevention and Response
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 and State of California Budget Act of 1991 Chapter 14, Item 3600-101-0320, the California Department of Fish and Wildlife (CDFW Office of Spill Prevention and Response (OSPR) or Grantor) is authorized to enter into this Grant Agreement (Agreement) and to make an award to [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:

CDFW-OSPR, out of respect for tribal sovereignty and the unique and separate governmental status of tribes, seeks and encourages collaborative relationships with tribes including preparing for, and responding to spills of oil and restoring affected cultural resources with California Native American tribes. CDFW Communications and Consultation Policy is the foundation of our efforts to work cooperatively and communicate effectively with tribes building on Executive Orders B-10-11, N-19-15 and N-82-20.

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 the Grantee's implementation of California Native American Tribal Government Preparedness and Contingency Plan Coordination [Insert Name of Tribe] (Project).

2.02 Term: The term of this agreement is [Enter Term Start Date], or upon Grantor approval, whichever is later, through June 30, 2026.

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:** The Grantee is a governmental entity (California Native American tribe) validly existing and in good standing under the laws of California. The 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 the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with the Agreements terms.

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The 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. The Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from the CDFW-OSPR Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to the 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 the Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, 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:** The 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 the Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) and Notice of Economic Sanctions (Exhibit 3) are 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. The Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW OSPR Grant Manager no later than 120 days prior to the end of the term of this Agreement. The Grantee must include an explanation of and justification for any such request.
- 5.09 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.
- 5.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through CDFW. Further, the Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW-OSPR, for the Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.11 California Business and Professions Code Compliance:** The Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professional if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologist and Geophysicist Act).

If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act requires that the Office of Spill Prevention and Response (OSPR) be responsible for oil spill prevention, statewide preparedness, emergency oil spill response, and contingency planning.

In 2014, Governor Brown expanded the OSPR program to cover all state surface waters at risk of oil spills from any source, including pipelines, vessels, production facilities, and the increasing shipments of oil transported by railroads. This expansion provided additional funding and statutory authority for prevention, preparedness, and response activities associated with implementing a statewide program. Due to environmental changes, whether occurring naturally or effects from previous oil spills, the needs of an area require California Native American tribes to be ready to respond to an oil spill and to participate in OSPR's statewide preparedness activities that include but are not limited to: Geographic Response Plan review (GRP), United States Coast Guard Area Contingency Plan (ACP) meetings, drills and exercises, Hazardous Waste Operations and Emergency Response (HAZWOPER), and other related training. Therefore, OSPR instituted the California Native American Tribal Preparedness and Contingency Plan Coordination Grant Program, a mechanism to ensure the above responsibilities are met.

- 6.02 Objectives:** The objective of this grant program is to provide funding to California Native American tribal governments listed on and maintained by the Native American Heritage Commission website for their participation in the ACP and GRP meetings, plan review, equipment deployment drills and tabletop exercises, HAZWOPER, and trainings (see Section 6.06 – Project Implementation, Task 6 – Training). The grant program ensures that important concerns of the Grantee are addressed in the ACP and GRP to the greatest extent possible. An accurate ACP/GRP is crucial to the success of response in a given area during an oil spill event.

- 6.03 Project Description:** The Grantee will manage the Project as described below:

The Grantee's Tribal Representative will serve as coordinator for setting up HAZWOPER, related training that include OSPR Overview, Environmental Response to Oil Spills, Prevention First, and Continuing Challenge. The Tribal representative will also serve as the ACP member, facilitate communications between the Committee and tribal members, and OSPR. Tribal Representatives include Personnel Listed in the Budget Table in section 9.01.

- 6.04 Location:** Activities, training, and meetings will primarily take place in [Insert the Grantee's headquarters, including address].
- 6.05 Materials and Equipment:** Property acquisitions and equipment purchases must be consistent with Section 5.07 – General Terms and Conditions.
- 6.06 Project Implementation:** The Grantee, as a participant of the ACP/GRP committees, will address the Tribal and cultural resources and historic properties at risk sections in the ACP/GRPs, ensuring that the Grantee's input is represented.

Task 1 – Project Management and Administration

The Grantee's Tribal Representative will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, administering subcontracts, invoicing and payments, drafting, and finalizing progress and final reports.

Task 2 – Meetings and Drill Exercises

The Grantee's Tribal Representative #1-x will attend Area Committee/Geographic Response Committee meetings and sub-committee meetings, as appropriate, participate in exercises and drills, and attend oil spill training, as appropriate.

Task 3 – ACP/GRP Review

The Grantee's Tribal Representative will begin the plan review process, include the Grantee; document changes in the Grantee ACP/GRP, and forward information to the CDFW-OSPR Grant Manager.

Task 4 – Draft and Provide Tribal Government Input to ACP/GRP Plans

The Grantee's Tribal Representative will review and provide comments on the ACP/GRPs pertaining to tribal concerns and identify sensitive species and habitats, including protection measures during an oil spill.

1. Tribal and cultural resources
2. Response resources
3. Response strategy
4. Sensitive species and habitats

Task 5 – Training

When offered, the Grantee's Tribal Representative will attend OSPR Overviews, Environmental Response to Oil Spills, Prevention First, Continuing Challenge, Incident Command System (ICS), equipment deployment drills and tabletop exercises, and. HAZWOPER trainings.

Tribal Representatives #1-x (hereafter refer to as the Grantee Project Manager).

- 6.07 Schedule of Due Dates and Deliverables:**

| <u>Task</u> | <u>Task Name</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|--------------------|--|--|---|
| 1 | Project Management and Administration | Monthly, Invoices | Due within 30 days following each calendar month following grant execution. |
| | | Final ACP/GRP Report | May 15, 2026 |
| | | Final Invoice | May 30, 2026 |
| 2 | Meetings and Drill Exercises | Attend Meetings and Drills, as Applicable. ACP/GRP Meetings | Quarterly for the life of the grant |
| 3 | ACP/GRP Review | Review the ACP/GRPs | May 1, 2026 |
| 4 | Draft and Provide Tribal Government Input (report) to ACP/GRPs | Draft Revisions/Comments | May 1, 2026 |
| 5 | HAZWOPER Training | Attend Trainings, as Appropriate | One training per year for each tribal member for the life of the grant. |

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10-day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

| CDFW-OSPR Grant Manager: | | Grantee Project Manager: | |
|---------------------------------|--|---------------------------------|--|
| Name: | Cindy Murphy | Name: | |
| Title: | Staff Services Manager I (Specialist) | Title: | |
| Address: | P.O. Box 944209 Sacramento, CA 94244-2090 | Address: | |
| Phone: | (916) 375-4746 | Phone: | |
| Email: | Cindy.Murphy@wildlife.ca.gov | Email: | |

Direct all administrative inquiries to:

| CDFW-OSPR Grant Coordinator: | | Grantee Project Coordinator: | |
|-------------------------------------|--|-------------------------------------|--|
| Name: | Julia-Malia Olea | Name: | |
| Title: | Contract/Grant Coordinator | Title: | |
| Address: | P.O. Box 944209 Sacramento, CA 94244-2090 | Address: | |
| Phone: | (916) 216-1303 | Phone: | |

| | | | |
|--------|--|--------|--|
| Email: | Julia-malia.olea@wildlife.ca.gov | Email: | |
|--------|--|--------|--|

SECTION 8 – REPORTS

8.01 Progress Reports: No progress reports are required.

8.02 Final ACP/GRP Review: The Grantee shall submit to the CDFW-OSPR Grant Manager final review and comments for the ACP/GRP by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The CDFW-OSPR Grant Manager will provide the Grantee a sample review and comments template, upon request. The final review and comments shall include, but not be limited to:

Requirements:

1. Summary of tribal concerns resulting from the current ACP/GRP update, to include a Resource Shortfall Analysis.
2. A list of tribal representatives who participated, in whole or in part, including names, addresses, agency, and position title.
3. Discussion of any difficulties or problems in the ACP/GRP, drills and exercises, and trainings (See Task 6 for complete training list).
4. Documentation to substantiate meeting dates, locations, agenda items, and participants.

8.03 Final Report: The Grantee shall submit a final review of the ACP/GRP, drills and exercises that were attended, and trainings successfully completed to the CDFW-OSPR Grant Manager by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The final review will consist of one reproducible master and one copy containing the results of the work performed. It shall contain a summation of all project activities performed throughout the complete term of the grant. The CDFW-OSPR Grant Manager will provide the Grantee a sample Final summary template, upon request.

8.04

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 (Budget) below. The Grantee or its partners will provide up to \$0 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee's Final Report.

| Line-Item Budget Detail | |
|--|----|
| A. PERSONNEL SERVICES | |
| Tribal Representative #1 \$x.xx @ \$x.xx / hr) | \$ |

| Line-Item Budget Detail | |
|--|------------|
| Tribal Representative #2 \$x.xx @ \$x.xx / hr) | \$ |
| Tribal Representative #3 \$x.xx @ \$x.xx / hr) | \$ |
| Subtotal Personnel Services | \$ |
| Staff Benefits XX% (If Applicable) | \$ |
| Total Personnel Services | \$ |
| B. OPERATING EXPENSES: GENERAL | |
| Field Supplies (List Grantee field supplies in Section 6.05 – Materials and Equipment) | \$ |
| Travel (Not to exceed state reimbursement rates) | \$ |
| Subtotal Operating Expenses: General | \$ |
| C. OPERATING EXPENSES: SUBCONTRACTORS | |
| Not Applicable | \$0 |
| Subtotal Operating Expenses: Subcontractors | \$0 |
| D. OPERATING EXPENSES: EQUIPMENT | |
| Not Applicable | \$0 |
| Subtotal Operating Expenses: Equipment | \$0 |
| E. INDIRECT COSTS | |
| Indirect Charge Rate XX% (Applies to Sections A + B only) | \$ |
| F. GRAND TOTAL (A+B+C+D+E) | \$ |

9.01.1 Budget Flexibility: The Grantee must submit all budget line-item revision requests, in writing, to the CDFW-OSPR Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW-OSPR 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 5.08 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions that 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) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

A formal Budget adjustment will be considered by the Grantor, with prior approval from the CDFW-OSPR 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 exceed \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: The Grantor will disburse Grant Funds to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Dates and/or Deliverables.

The disbursements of Grant Funds 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: 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 Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. 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-OSPR Grant Manager will provide the Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables. The invoice package must be either mailed hard copy or provided as an electronic submission to the CDFW-OSPR Grant Manager contact located 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. The printed name of Grantee on company letterhead;
3. The Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. The 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., Q25750xx-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. The Grantee must provide supporting documentation for the invoice and actual receipts.

Q25750XX

GRANTEE LEGAL NAME

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: Enter Grantee Signatory Name (Box 19, DFW 177)

Title: Enter Title (Box 19, DFW 177)

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Amy Mowrer

Title: Branch Manager, Business Management Branch

Date: _____

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