



County of Santa Cruz

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 96060

(831) 454-2580 FAX: (831) 454-3131 TDD: (831) 464-2123

ALVIN D. JAMES, DIRECTOR

May 17, 1999

Agenda: June 8, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

OIL SPILL CONTINGENCY PLANNING GRANT

Dear Members of the Board:

As you may recall, the Federal Oil Spill Pollution Act of 1990 required the establishment of Area Committees, chaired by the United States Coast Guard, for the purpose of preparing and revising Area Contingency Plans for the preplanning of joint oil spill response efforts. The legislation mandated yearly revisions to the Area Contingency Plan (ACP) for five consecutive years; then every three years thereafter. Completion of the fifth revision effort occurred in the Fall of 1998. The Area Committee process has proven so useful that the U.S. Coast Guard has decided to continue the Committee meetings on an ongoing basis.

At the state level, the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (SB 2040) created the Office of Oil Spill Prevention and Response within the California Department of Fish and Game (CDFG). In the event of an oil spill, State regulations conditioned local government participation in the unified command on the following:

- (1) Completion of a local oil spill contingency plan;
- (2) A signed Memorandum of Understanding (MOU) between the State and local government for the purpose of ensuring informed representation and a unified and coordinated effort; and
- (3) Participation in the U.S. Coast Guard's Area Committee planning process.

The regional Santa Cruz/Monterey Counties Oil Spill Contingency Plan was accepted by your Board on March 22, 1994 and a Memorandum of Understanding was approved by your Board on May 19, 1998. In recognition of the importance of local government involvement in the Area Committee planning process the CDFG is again offering grants to local governments for the purpose of offsetting costs related to participation.

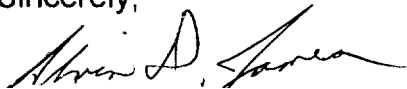
The success of past regional planning efforts, as evidenced by the Santa Cruz/Monterey Counties Oil Spill Contingency Plan, has again prompted Monterey County to request Santa Cruz County to continue to act as lead agency and administrator for the grant. The CDFG has awarded a \$10,000 grant for our continued participation through the 1999 Area Committee planning process (\$5,000 each for Santa Cruz and Monterey Counties). We have been advised by the CDFG contracts office of new limits for the reimbursement of overhead to an amount not exceeding thirty percent (30%) of the total cost of labor. The grant amount and limited recapture of overhead costs have been incorporated in the Planning Department's 1999/2000 proposed budget.

The grant agreement with the CDFG is included for your information as Attachment 1. A resolution accepting the terms of the grant agreement and authorizing the Planning Director to execute and submit all documents necessary for the completion of the project is presented as Attachment 2. In addition, an Administrative Services Agreement with Monterey County, designating Santa Cruz County as the grant administrator, is included as Attachment 3.

It is therefore RECOMMENDED that your Board take the following actions:

- (1) Adopt the resolution (Attachment 2) accepting a grant in the amount of \$10,000 from the Department of Fish and Game for reimbursement of costs related to participation in the oil spill planning process retroactive to January 1, 1999; and
- (2) Authorize the Planning Director to execute the grant agreement (Attachment 1); and
- (3) Authorize the Planning Director to execute the Administrative Services Agreement with Monterey County.

Sincerely,



ALVIN D. JAMES
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

- Attachments:
- 1) Grant Amendment Agreement (ADM-29)
 - 2) Proposed Resolution Accepting Grant Agreement
 - 3) Proposed Administrative Services Agreement with Monterey County (ADM-29)

cc: Monterey County Planning Department
Monterey County Department of Health

COUNTY OF SANTA CRUZ

ATTACHMENT 1

REQUEST FOR APPROVAL OF AGREEMENT

619

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Planning

Ronny McColleen (Signature) 5/17/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz County Planning Department (Agency)
California Department of Fish and Game, Office of Oil Spill Prevention and Response
and P. O. Box 944209, Sacramento, CA 94244-2090 (Name & Address)

2. The agreement will provide funds for the reimbursement of costs incurred while participating in the
Federal Area Committee Planning process.

3. The agreement is needed to allow the County to accept these funds.

4. Period of the agreement is from January 1, 1999 to June 30, 1999

5. Anticipated ^{revenue} ~~cost~~ is \$ 10,000. (~~Fixed Amount, Monthly Rate~~) Not to exceed

6. To be placed on continuing agreements list for 1999-2000

Revenue is

7. ~~Appropriations are~~ budgeted in 542400 (Index#) 0894 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ^{are} ~~are not~~ available and ^{have been} ~~will be~~ encumbered. Contract No. R-698 Date 5/24/99
N/A GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Planning Director to execute the same on behalf of the county of Santa Cruz

(Agency).

County Administrative Officer

Remarks:

ES (Analyst)

By [Signature] Date 6/1/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

-STD. 2 (REV. 5.91)

ATTACHMENT 1

CONTRACT NUMBER FG8521 OS	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000534	

THIS AGREEMENT, made and entered into this 1st day of January, 1999,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

621

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FISH AND GAME
CONTRACTOR'S NAME SANTA CRUZ COUNTY	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (*Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.*)

1. This grant agreement is hereby entered into by and between the California Department of Fish and Game (CDFG), represented by the Office of Spill Prevention and Response, hereafter referred to as "CDFG" or "State" and Santa Cruz County, hereafter referred to as "Contractor" pursuant to the Kernert-Keene-Seastrand Oil Spill Prevention and Response Act (Chapter 1248, Statutes of 1990, commencing with Section 8670.1 of the Government Code).
2. The Contractor agrees to provide all personnel, space, labor, materials, tools, equipment, and incidentals necessary in accordance with the attached Exhibit A entitled "Santa Cruz County, Scope of Work - Area Planning" consisting of two (2) pages, and made a part of this agreement by this reference.

The County is aware that the area committee within the local Marine Safety Office (MSO) jurisdiction is responsible for establishing the schedule of meetings and working sessions necessary to complete the Area Contingency Plan (ACP) update. A maximum degree of communication between the area committees and all participants will be vital. Networking and sharing of information will be essential. The State will be responsible for ensuring that for each subject area, the area plan includes input representative of local government information.

3. Term of Agreement

- A. Term of this agreement shall be from January 1, 1999 through December 31, 1999.

CONTINUED ON 10 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY DEPARTMENT OF FISH AND GAME		CONTRACTOR (A other than an individual, state whether a corporation partnership, etc.) SANTA CRUZ COUNTY	
BY (AUTHORIZED SIGNATURE) D		BY (AUTHORIZED SIGNATURE) D	
PRINTED NAME OF PERSON SIGNING R.A. Bernheimer		PRINTED NAME AND TITLE OF PERSON SIGNING Alvin D. James, Planning Director	
TITLE Deputy Director		ADDRESS 701 Ocean Street, Room 400, Santa Cruz, CA 95060	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$10,000.00	PROGRAM/CATEGORY (COOE AND TITLE) LOCAL ASSISTANCE	FUND TITLE Prev. & Adm	Department of General Services Use Only This agreement is exempt from General Services approval pursuant to Section 1215 of the State Admin. Manual.
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE) 1998/1999 \$10,000.00; FUND 320		
TOTAL AMOUNT ENCUMBERED TO DATE \$10,000.00	ITEM 3600-101-320	CHAPTER 324	
	STATUTE 1998	FISCAL YEAR 98/99	
	OBJECT OF EXPENDITURE (CODE AND TITLE) Index N130 Object 418 PCA 85000 Activity 511530		
I hereby certify upon my own persona/ know/edge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER D. Donald White		DATE 04-08-99	

FG8521 OS
Santa Cruz County

4. Maximum Amount Payable/Limitation of State Liability

- A. The maximum amount payable under the terms of this Grant Agreement shall not exceed the sum of \$10,000 including all applicable taxes and expenses.

Said amounts shall not exceed the amounts delineated in the attached budget detail, Exhibit B entitled "Budget - Area Planning", consisting of one page and made a part of this agreement by this reference.

- B. Funds in the attached Exhibit B will not be shifted between line items without prior written approval of the State's Grant Coordinator.

5. Payment Provision

- A. Funds payable under this agreement are provided for uses consistent with those described in statute under Government Code Section 8670.38.

- B. The approved budget is an estimate of the Contractor's anticipated costs of performance. Actual invoiced expenses must be charged against specific categories in the approved budget. If required by actual costs, the State may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs, provided there is offsetting, decreased expenditures in other budgeted categories. Such requests for budget category changes shall be made and approved in writing to the State's Grant Coordinator as follows:

- (1) A written explanation which justifies the need for the proposed changes and that the changes will not affect the completion of the proposal as defined in the attached Exhibit A, entitled "Scope of Work".
- (2) Identification of the line-item categories in Exhibit B and the amount by which each will be reduced or increased.

- C. Payments shall be made not more than monthly in arrears upon receipt of an acceptable progress report and invoice for actual expenses incurred during the invoice period. Invoices must be itemized with supporting actual receipts and supporting documentation of the invoices, using the categories and following the format of the attached Exhibit B.

FG8521 OS
Santa Cruz County

Page 3 of 3

622

- D. Invoices shall be submitted in triplicate under letterhead of the Contractor and shall contain the Contractor's assigned agreement number **FG8521 OS** and shall be sent to the following location:

Department of Fish and Game
Office of Spill Prevention and Response
P.O. Box 944209
Sacramento, CA 94244-2090
Attn: Mr. Bud Leland

- E. All invoices are subject to the approval by the State's appointed Grant Coordinator as designated in paragraph 6.A.

6. Agency Reuresentatives

A. STATE

Mr. Bud Leland
Department of Fish and Game
Office of Spill Prevention and Response
P.O. Box 944209
Sacramento, CA 94244-2090
Phone: (916) 323-4649
Fax: (916) 327-0907

CONTRACTOR

Ms. Donna Bradford
Santa Cruz County
Planning Department
701 Ocean Street, Room 400
Santa Cruz, CA 95060
Phone: (83 1) 454-3 105
Fax: (83 1) 454-213 1

- B. The Contractor shall notify the CDFG immediately in writing of any proposed change of said contract administrator designated by the Contractor. The CDFG reserves the right to approve or disapprove any proposed contract administrator designated by the Contractor.

7. Exhibit PE-Standard Clauses/Exhibit SP6-Special Provisions

The attached Exhibit PE, entitled "Standard Clauses, Agreements with the Public Entities", consisting of four (4) pages and Exhibit SP6, entitled "Special Provision 6, Progress Payments/Payment Retention Clause", consisting of one (1) page are made a part hereof by this reference.

EXHIBIT A

SANTA CRUZ COUNTY
SCOPE OF WORK-AREA PLANNINGGOALS AND OBJECTIVES:

The primary objective for participating in the Coast Guard's Area Planning process is to assist in the update of the Federal Area Contingency Plan (ACP) in order to ensure consistency between the Federal, State and Local Contingency Plans. Santa Cruz County is the lead agency for both Santa Cruz County and Monterey County. The goals are:

- 1) To ensure that important concerns of both SANTA CRUZ and MONTEREY COUNTIES are addressed in the Federal ACP to the greatest extent possible; and
- 2) To identify differences between the Federal ACP and the Santa Cruz/Monterey Counties Oil Spill Contingency Plan Element resulting from the ACP revisions. The new information identified shall be the basis for future updates and revisions to the existing Local Government Oil Spill Contingency Plan on file with the CDFG.

PARTICIPATION METHODOLOGY:

SANTA CRUZ AND MONTEREY COUNTIES have been responsible for preparing a local oil spill contingency plan element through the grant program of CDFG. The staff involved in the contingency planning efforts have considerable knowledge and are familiar with the requirements of the ACP. Listed below are the staff we expect to participate in the Coast Guard Area Planning process:

- 1) Donna Bradford, Resource Planner III, Santa Cruz County
- 2) Steven Maki, Senior Planner, Monterey County
- 3) Bruce Welden, Environmental Health Specialist III, Monterey County

Activities that the staff will perform include, but may not be limited to:

- 1) Attend Area Committee and Sub-Committee meetings, as appropriate.
- 2) Review Coast Guard Area Contingency Plan.
- 3) Draft and provide local government input to Area Plans.

EXHIBIT A (Continued)

- 4) Compare Coast Guard Area Contingency Plan information to the Local Government Oil Spill Contingency Plan and document the differences resulting from the update; to include identification of equipment and resource gaps.
- 5) Attend drills and exercises.
- 6) Prepare and submit final report.
- 7) Prepare documentation and submit invoices for reimbursement.

TIMEFRAMES:

SANTA CRUZ AND MONTEREY COUNTIES are aware that the area committee within the local Marine Safety Office (MSO) jurisdiction is responsible for establishing the schedule of meetings and working sessions necessary to revise and exercise the ACP. A maximum degree of communication between the area committees and all participants will be vital. Networking and sharing of information will be essential. The CDFG is responsible for ensuring that for each subject area, the area plan includes input from a representative from Santa Cruz County.

CONCLUSION:

Thirty (30) days after Santa Cruz County has completed participating in the ACP process, a written report will be submitted to Mr. Bud Leland, State's Grant Coordinator, Department of Fish and Game, Office of Spill Prevention and Response, P.O. Box 944209, Sacramento, California 944209-2090 to include, but not be limited to:

- 1) Summary of the inconsistencies noted between the Federal Area Contingency Plan and the Local Government Oil Spill Contingency Plan Element resulting from the ACP update, to include a Resource Shortfall Analysis (i.e., differences in identified versus needed equipment and resources). Any findings, conclusions or recommendations for additional activities which resulted from participation on the Area Committee.
- 2) A list of employees who participated, in whole or in part, including names, addresses, agency and position title.
- 3) Discussion of any difficulties or special problems encountered or anticipated between the ACP and the local government plan element.
- 4) Documentation to substantiate meeting dates, locations, agenda items and participants.
- 5) Report of any changes in personnel assigned to participate in the area planning process.
- 6) Summary of updates (if any) made in the local contingency plan.

Santa Cruz County

FG8521 OS

EXHIBIT B

BUDGET

PERSONNEL SERVICES**Santa Cruz County**

Resources Planner III (62.0 hours @ \$28.75 per hour)	\$ 1,782.50
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Emergency Services Coordinator (35.0 hours @ 37.93 per hour)	1,327.55
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Staff benefits @ approx. 29.5%)	917.46
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Monterey County

Senior Planner (59.5 hours @ \$25.77 per hour)	1,533.32
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Environmental Health Specialist III (70 hours @ \$24.38 per hour)	1,706.60
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Staff benefits @ approx. 23.4%	<u>760.08</u>
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Total Personnel Services	\$8,027.51
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OPERATING EXPENSES

Travel (mileage rate not to exceed 31¢ per mile)	<u>67.50</u>
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Total Operating Expenses	\$ 67.50
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OVERHEAD

Santa Cruz County @ 30% on direct labor of \$6,349.97	1,904.99
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Total Overhead	<u>\$1,904.99</u>
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<u>TOTAL BUDGET</u>	\$1 0,000.00
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State of California

DEPARTMENT OF FISH AND GAME

The Resources Agency

Agreement No. FG8521 OS**STANDARD CLAUSES
AGREEMENTS WITH PUBLIC ENTITIES****Commencement of Work**

This agreement is of no force and effect until signed by both parties and approved by the Department of Fish and Game and/or the Department of General Services pursuant to Public Contracts Code (PCC) §§10335, 10360 and 10295. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.

Availability of Funds

Work to be performed under this agreement is subject to availability of funds through the State's normal budget process,

Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

Documents and Written Reports

Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, a disclosure statement indicating that such was prepared through agreement with the Department of Fish and Game and shall further contain the agreement number and dollar amount of all agreements and subcontracts relating to the preparation of such document or report.

Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Nondiscrimination Clause-Excluding Agreements with Federal&Entities

During the performance of this agreement, contractor 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, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, [GC], § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations [CCR], Title 2, §7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing GC, §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor 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.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

State of California

DEPARTMENT OF FISH AND GAME

The Resources Agency 627

Agreement No. FG8521 OS**STANDARD CLAUSES
AGREEMENTS WITH PUBLIC ENTITIES****Statement of Compliance**

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the State laws that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of GC §12990 (a-f) and CCR, Title 2 §8103.

Americans with Disabilities Act

By signing this agreement, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 United States Code 12 10 1 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both postconsumer waste and secondary waste as defined in the PCC, §§12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this agreement, regardless of whether or not the product meets the required recycled product percentage as defined in the PCC, §§12161 and 12200. The Contractor may certify that the product contains zero recycled content. (PCC §§10233, 10308.5, 10354)

Drug-Free Workplace Requirements

By signing this agreement, the Contractor hereby certifies under penalty of perjury under the State laws that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organizations policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation, and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide every employee who works on the proposed agreement:
 - (a) will receive a copy of the company's drug-free policy statement; and
 - (b) will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of the agreement or both and the Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above (GC § 83 50 et seq.)

National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal Court which orders Contractor to comply with an order of the National Labor Relations Board.

State of California

DEPARTMENT OF FISH AND GAME

The Resources Agency

Agreement No. FG8521OS**STANDARD CLAUSES****AGREEMENTS WITH PUBLIC ENTITIES****Agreement Dispute Clause**

The State's Contract Manager has initial jurisdiction over each controversy arising under or in connection with the interpretation, performance, or payment under this agreement. The Contractor will diligently pursue with the State's Contract Manager mutually agreeable settlement of any such controversy. In the event a dispute cannot be resolved by mutual agreement, the State's Contract Manager shall promptly issue a written decision in the matter which shall be mailed or otherwise furnished to the Contractor and which shall inform the Contractor of his right to appeal the decision as provided herein. The Contractor shall have thirty (30) calendar days from receipt of the decision to submit a written protest of the decision to the Deputy Director, Administration, Department of Fish and Game. The decision of the State's Contract Manager shall be final and conclusive unless it is appealed by the Contractor within the specified period. Pending final decision of dispute hereunder, the Contractor shall proceed with the performance of this agreement, unless otherwise directed by the State.

Workers' Compensation Clause

Contractor agrees to the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of the code and Contractor agrees to comply with such provisions before commencing the performance of work under this agreement.

Travel and Per Diem

Contractor agrees that all travel and per diem paid its employees under this agreement shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Use of Subcontractors

If the contractor desires to accomplish all or part of the services through the use of one or more subcontractors then the following conditions must be met: 1) the contractor shall submit any subcontracts to the State for prior approval; 2) the agreement between the primary Contractor and the subcontractor must be in writing; 3) 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 4) upon termination of any subcontract, the State shall be notified immediately in writing.

Further, any subcontract in excess of \$10,000 entered into as a result of this agreement shall contain all applicable provisions stipulated in this agreement.

Audit Clause

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and copy any records pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made by the State, unless a longer period of records retention is stipulated elsewhere in this agreement. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC §8546.7, PCC §10 115 et seq., CCR Title 2, §1896).

State of California

DEPARTMENT OF FISH AND GM

The Resources Agency 629

Agreement No. FG8521OS**STANDARD CLAUSES
AGREEMENTS WITH PUBLIC ENTITIES****Conflict of Interest-Current and Former State Employees****Current State Employees**

No officer or employee shall engage in any employment, activity, or enterprise from which the office or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services. (PCC §10410)

Former State Employees

For the two-year period from the date he or she left State employment, no former State officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the agreement while employed in any capacity by any State agency.

For the twelve-month period from the date he or she left State employment, no former State Officer or employee may enter into an agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed agreement within the twelve-month period prior to his or her leaving State service. (PCC § 104 11)

Priority Hiring Considerations

If this agreement is in excess of \$200,000, the Contractor agrees to give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (PCC § 10353)

Amendment Clause

This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted.

Termination Clause

The State shall, have the right to terminate this agreement at its sole discretion at any time upon giving thirty (30) days written notice to the Contractor. In case of early termination, a final payment will be made to the Contractor upon receipt of a report covering costs incurred up to notice of termination, based on the portion of work completed.

State of California

SP 6
The Resources Agency

DEPARTMENT OF FISH AND GAME

SPECIAL PROVISION 6

Agreement No. FG8521 OS

Progress Payments/Payment Retention Clause

Progress payments to contractors for work performed or costs incurred in the performance of the agreement are allowed, provided that not less than ten (10) percent of the agreement amount shall be withheld pending satisfactory completion of all services under the agreement. However, if the agreement consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

Progress payments are partial payments of the contract price and are based on the performance schedule in the contract.

In computing the amount of any progress payment, the State shall determine what the Contractor has earned during the period for which payment is being made on the basis of the agreement terms, but shall retain out of such earnings an amount equal to at least ten (10) percent thereof, pending satisfactory completion of the entire agreement. (PCC §10346, 10379)

For any contract allowing progress payments to the Contractor (monthly, quarterly, semi-annually) or other terms in which the Contractor is paid on a basis other than lump sum, each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Contractor's performance under this agreement since the time the previous such report was prepared. The report should describe the types of activities and specific accomplishments during the period rather than merely listing the number of hours worked during the reporting period.

Contractor is required to submit a final invoice for the agreement retention amount.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor
duly seconded by Supervisor
the following Resolution is adopted:

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$10,000 FROM THE
DEPARTMENT OF FISH AND GAME FOR THE REIMBURSEMENT OF COSTS
RELATED TO PARTICIPATION IN
THE FEDERAL AREA CONTINGENCY PLANNING PROCESS

WHEREAS, the people of the State of California enacted the **Lempert-Keene-**
Seastrand Oil Spill Prevention and Response Act of 1990 which appropriates funds
for grants to local governments for the preparation or revision of oil spill contingency
plans; and

WHEREAS, the County of Santa Cruz has completed a regional oil spill
contingency plan in collaboration with Monterey County; and

WHEREAS, the Department of Fish and Game, Office of Spill Prevention and
Response (OSPR), is delegated with the responsibility for implementation of the grant
program within the state; and

WHEREAS, OSPR is offering a grant award in the amount of \$10,000 for the
reimbursement of costs incurred by Santa Cruz and Monterey Counties while
participating in the state and federal Area Contingency Planning process; and

WHEREAS, the County of Santa Cruz is willing to enter into the grant
agreement with the State of California;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of
Supervisors of the County of Santa Cruz by adoption of this resolution hereby agrees
to the terms and conditions set forth in the grant agreement and authorizes the
Director of the Planning Department as agent of the County to execute and submit all
documents, including, but not limited to agreements, amendments, payment requests
and so on, which may be necessary for the completion of the aforementioned project.

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$10,000 FROM THE
DEPT. OF FISH AND GAME
Page 2

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of _____, 199__, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:



County Counsel

DISTRIBUTION: County Counsel
Planning Department - Resources Section
County Administrative Office
Monterey County Planning Department
Auditor-Controller

ATTACHMENT 3

ADMINISTRATIVE SERVICES AGREEMENT
FOR THE
OIL SPILL CONTINGENCY PLANNING GRANT

This Administrative Services Agreement, is entered into this day of _____, 199____, by and between the COUNTY OF SANTA CRUZ, and COUNTY OF MONTEREY ("Participating County").

WITNESSETH:

WHEREAS, the County of Santa Cruz will enter into a Grant Agreement, **Contract Number FG8521OS** with the Department of Fish and Game, which shall be made a part of this Agreement by this reference; and

WHEREAS, the Board of Supervisors of Monterey County or their designee, has reviewed said Grant Agreement, and desires to become a participating county to this Agreement; and

WHEREAS, the County of Santa Cruz has indicated a willingness to act as administering county for the purposes of said Grant Agreement by executing this Administration Services Agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The County of Santa Cruz hereby agrees to act as administering county on behalf of Monterey County.
2. The County of Monterey hereby accepts and assumes all rights and obligations of a participating county as set forth in the Grant Agreement.
3. No amendment to or extension of the Grant Agreement shall take effect unless approved in advance by the Boards of Supervisors or their respective designees, of the County of Santa Cruz and County of Monterey.
4. The County of Monterey agrees to contribute for payment of administrative services the amount set forth in the attached **Exhibit B** Grant Agreement, as 30% on direct labor of Monterey County personnel services.
5. The County of Santa Cruz and the County of Monterey shall each keep proper books and records and accounts in which complete and correct entries shall be made of all costs and expenses, receipts, and disbursements relating to the Grant Agreement. The County of Santa Cruz and the County of Monterey shall each retain records pertinent to the Grant Agreement for a period of not less than four years or until a final audit report is accepted by the State of California, whichever occurs first. The County of Santa Cruz and the County of Monterey each hereby agrees to be subject to the examination and audit by the Auditor-Controller of the other, the Auditor General of the State of California, or the designee of either for a period of three years after final payment under the Grant Agreement. The County of Monterey agrees to defend, indemnify and hold harmless the County of Santa Cruz against all claims, demands and causes of action, including audit exceptions, which may occur as a result of representations made in the invoices and

supporting documents provided by the County of Monterey to the County of Santa Cruz, as administering agency under the terms of this agreement, for submission to the State of California.

6. Upon the termination of the Grant Agreement, the County of Santa Cruz shall make a report of all receipts and disbursements and furnish a copy to the County of Monterey.
7. The responsibilities of the administering county are to work closely with the participating county, monitoring progress, providing data, reviewing products and authorizing payment.
8. (a) The County of Monterey agrees to defend, indemnify and hold harmless the County of Santa Cruz, its officers, agents and employees against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature arising from or in any manner connected with the County of Monterey's performance under the Grant Agreement.

(b) Except as provided in paragraph 5 above, the County of Santa Cruz agrees to defend, indemnify and hold harmless the County of Monterey, its officers, agents and employees against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature arising from or in any manner connected with the County of Santa Cruz's performance under the Grant Agreement.

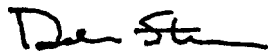
DATED: _____

BY: _____
County of Monterey

DATED: _____

BY: _____
County of Santa Cruz

APPROVED AS TO FORM:



County Counsel

mc-agree

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 3

635

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Planning

[Signature] (Signature) 5/17/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz Planning Department - (Agency)
and, Monterey County, P. O. Box 1208, Salinas, CA 93902 (Name & Address)
2. The agreement will provide a meansto reimburse Monterey County for work done while participating,
in the area contingency planning process.
3. The agreement is needed. to specify-the terms under which the County will pass through grant funds
to Monterey County.
4. Period of the agreement is from January 1, 1999 to June 30. 1999
5. Anticipated cost is \$ 5,000. (Fixed amount, Monthly, etc.; Not to exceed)
6. Remarks: Funded through the Dept. of Fish and Game - MO COUNTY COST. To be placed on list
of continuing greements for 1999-2000.
7. Appropriations are budgeted in 542400 (Index#) 4616 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. *
are not will be

Contract No. 91583 Date 5/28/99

* SUBJECT TO BOARD APPROVAL OF 1999 -
2000 BUDGET

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Sihn Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the County of Santa Cruz

(Agency).

Remarks:

SS (Analyst)

By wh County Administrative Officer

Date 6/1/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____

By _____ Deputy Clerk

68