



MARIN COUNTY SHERIFF'S OFFICE

3501 Civic Center Drive, Room 145, San Rafael, CA 94903

ROBERT T. DOYLE

Sheriff

TIMOTHY J. LITTLE

Undersheriff

February 9, 2010

Marin County Board of Supervisors
Marin County Civic Center, Room 329
San Rafael, CA 94903

SUBJECT: Contract with Department of Fish and Game Office of Oil Spill Prevention and Response (DFG-OSPR) for the preparation or revision of an oil spill contingency plan element for Marin County.

RECOMMENDATION: Recommend your Board (1) authorize participation in the California Dept. of Fish and Game, Office of Oil Spill Prevention and Response program and (2) approve State of California Standard Agreement No. P0975028 to fund Office of Emergency Services staff serving as an Oil Spill Specialist for the period July 1, 2009 through June 30, 2010.

SUMMARY: The contract is an agreement whereby the Marin County Sheriff's Office of Emergency Services assigns staff to serve as an Oil Spill Specialist to participate in the planning process for emergency response to substance spills affecting shoreline assets in the County of Marin and City of San Rafael. This is a one-year contract expiring on June 30, 2010.

FISCAL IMPACT: Marin County receives revenue in the amount of \$30,000 from this contract. These funds have been reflected in the FY 2009-10 Budget.

ALTERNATIVE TO RECOMMENDED ACTION: The contract would not be renewed with a loss of revenue to the County. This would negatively impact the coordination of emergency planning and response for water borne spills of materials adversely affecting the shoreline in the County of Marin and the City of San Rafael.

REVIEWED BY:	<input checked="" type="checkbox"/> County Counsel	<input type="checkbox"/> N/A
	<input type="checkbox"/> Human Resources	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Auditor-Controller	<input checked="" type="checkbox"/> N/A
	<input checked="" type="checkbox"/> Sheriff	<input type="checkbox"/> N/A

Robert T. Doyle
Sheriff

MERIT Document Number N/A

AREA CODE 415

24-HOUR NUMBER
499-7233

FAX
507-4126

ADMINISTRATION
499-7250

CIVIL
499-7282

COMMUNICATION
SERVICES
499-7243

COURTS
499-7393

EMERGENCY
SERVICES
499-6584

INVESTIGATIONS
499-7265

JAIL
499-6655

MAJOR CRIMES
TASK FORCE
884-4878

PATROL
499-7233

RECORDS
499-7284

WARRANTS
499-7297

"In Partnership with our Communities"

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GRANT AGREEMENT (LGOSCP)

**GRANT AGREEMENT NUMBER
P0975028**

**DEPARTMENT OF FISH AND GAME
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

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

STATE AGENCY'S NAME

Department of Fish and Game

GRANTEE'S NAME

Marin County, Sheriff's Office of Emergency Services

2. The term of this **July 01, 2009** through **June 30, 2010**
Grant Agreement is:

3. The maximum amount of **\$30,000.00**
this Grant Agreement is: **Thirty thousand dollars and no cents.**

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

Exhibit A – Scope of Work

3 Page(s)

Exhibit B – Invoicing and Payment Provisions

3 Page(s)

*Exhibit C – General Terms and Conditions

GTC 307

Exhibit I – Travel Reimbursement Information

2 Page(s)

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

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

GRANTEE

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

Marin County, Sheriff's Office of Emergency Services

DATE SIGNED (Do not type)

01 FEB 2010

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chris Godley, Emergency Services Manager

ADDRESS

3501 Civic Center Drive, Room 226, San Rafael, CA 94903-4189

STATE OF CALIFORNIA

STATE AGENCY'S NAME

Department of Fish and Game

DATE SIGNED (Do not type)

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cynde Jones, Assistant Deputy Director, Administration

ADDRESS

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

**EXHIBIT A
SCOPE OF WORK
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

1. PROJECT PURPOSE

This Grant agreement (Grant) is entered into between the Department of Fish and Game (DFG), represented by the Office of Spill Prevention and Response (OSPR) and the Marin County, Sheriff's Office of Emergency Services (Grantee).

The purpose of this grant is to provide funding to local governments (coastal cities & counties) for their participation in the Area Contingency Plan (ACP) meetings, training, drills, oil spill contingency plan element and the update of local hazardous materials plan.

2. PROJECT OFFICIALS

Cindy Murphy shall be the designated Local Government Oil Spill Contingency Plan (LGOSCP) Program Grant Manager for OSPR under this Grant. The LGOSCP Grant Manager may be changed at any time by OSPR by providing a ten (10) day advance written notice to the Grantee.

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

Direct all program and project related inquiries to:

Department of Fish and Game
OSPR - Marine Safety Branch
Attention: Cindy Murphy
Address: 1700 K Street, Suite 250
Sacramento, CA 95811
Phone: (916) 324-6250
Fax: (916) 327-0907
Email: cmurphy@ospr.dfg.ca.gov

Marin County
Sheriff's Office of Emergency Services
Attention: Chris Godley
Address: 3501 Civic Ctr Drive, Rm 226
San Rafael, CA 94903
Phone: (415) 499-6584
Fax: (415) 499-7450
Email: cgodley@co.marlin.ca.us

3. BACKGROUND AND OBJECTIVES

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act was signed into law by the Governor (Chapter 1248, Statutes of 1990, commencing with Section 8670.1 of the Government Code.) This legislation requires that the Office of Spill Prevention and Response (OSPR) be responsible for oil spill prevention, emergency oil spill response, statewide contingency planning, resource damage assessment, and resource rehabilitation and restoration, plus review, approval, and reporting requirements mandated by the Act. Therefore OSPR instituted the LGOSCP Grant Program, a mechanism to ensure these responsibilities are met. The grant funding is provided through the OSPR's subvention grant program for local agencies.

The primary objective for participation in the Coast Guard's Area Contingency Planning process is to assist in the update of the Area Contingency Plan (ACP) and to ensure consistency between the Federal, State and Local Contingency Plans. Update/revise their LGOSCP and participate in drills, as needed.

Other Grant objectives are:

To ensure that important concerns of the Marin County Sheriff's Department Office of Emergency Services (lead agency for Marin County and the City of San Rafael) is addressed in the Federal Area Contingency Plan.

To identify differences between the Federal ACP and the Marin County contingency plan element resulting from participating in the ACP update. The new information identified shall be the basis for updates and revisions to the existing Marin County contingency plan element on file with DFG.

4. SCOPE OF WORK

A. WORK TO BE PERFORMED

The Marin County Sheriffs Department, Office of Emergency Services which is the lead agency for Marin County and the City of San Rafael has been responsible for preparing the Marin County contingency plan element through the grant program of the State. The staff involved in the contingency planning efforts has considerable knowledge and is familiar with the requirements of the ACP. Listed below is the staff we expect to participate in the Coast Guard area planning process:

- 1) Marin County, OES, Emergency Services Manager
- 2) Marin County, OES, Contract Project Director
- 3) Marin County, OES, Assistant Emergency Services Coordinator
- 4) Marin County, OES, Support Services Specialist

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

- 1) Attend Area Committee and Sub-Committee meetings, as appropriate.
- 2) Review the United States Coast Guard (USCG) Area Contingency Plan (ACP)
- 3) Draft and provide local government input to area plans.
- 4) Compare USCG Area Contingency Plan information and the Marin County Contingency Plan Element; document the differences as a result of the ACP updates; include identification of equipment and resource gaps.
- 5) Prepare and submit a final report.
- 6) Prepare documentation and submit invoices for reimbursement.

B. AREA COMMITTEE SUBJECT AREAS

The Coast Guard Area Committee will address the following subjects in the Area Plans:

- 1) Environmental Sensitivity
- 2) Economic Significance
- 3) Response Resources
- 4) Response Strategies
- 5) Communications
- 6) Disposal
- 7) Logistics
- 8) Safety
- 9) Finance
- 10) Public Affairs/Coordination

- 11) Wildlife Rescue and Rehabilitation
- 12) Salvage Operations
- 13) Firefighting
- 14) Natural Resources Damage Assessment
- 15) Investigation
- 16) Port/Traffic Management
- 17) Scenario Development
- 18) Air Operations
- 19) Chemical Countermeasures
- 20) Volunteers
- 21) Miscellaneous Review/Drafting

C. TIME FRAMES

Marin County Sheriff's Department Office of Emergency Services, which is the lead agency for Marin County and the City of San Rafael, will follow the time lines established to accomplish the task of completing the update of the ACP as agreed by the USCG and DFG as follows:

- 1) July – September 2009
 - o Actual Writing
 - o Updating
 - o Production
 - o Final Draft ACP
- 2) October 2009
 - o Review Math
 - o Draft ACP Distributed for Public Comment
- 3) June 2010
 - o Public comments are consolidated and incorporated.
 - o Final ACP to be completed by the end of the month.

Marin County Sheriffs Department Office of Emergency Services (lead agency for Marin County and the City of San Rafael) 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 ACP update. A maximum degree of communication between the area committee and all participants will be vital. The State's Contract Manager will be responsible for ensuring that for each subject area, the area plan includes input representative of the Marin County information.

**EXHIBIT B
INVOICING AND PAYMENT PROVISIONS
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

1. INVOICING AND PAYMENT

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

Grant Manager: Cindy Murphy
Region / Division: Office of Spill Prevention and Response
Address: 1700 K Street, Suite 250, Sacramento, CA 95811

- B. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Grant Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Grantee. All invoices must be approved by the Grant Manager.

- C. The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. An invoice number;
3. Printed name of the Grantee;
4. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
5. Name of the Region/Division of the Department of Fish and Game being billed;
6. The date of the invoice and the time period covered;
7. The number of the agreement upon which the claim is based, and;
8. An itemized account of the services for which the DFG is being billed. Include all of the following:
 - a. A description of the services performed;
 - b. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this agreement; and
 - c. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.

- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

4. LINE ITEM BUDGET

Personal Services	<u>FY 09/10</u>
Manager of Emergency Services (36 hrs. @ \$46.92/hr.)	\$1,689.00
Assistant Emergency Services Coordinator (600 hrs. @ \$28.14/hr.)	\$16,884.00
Support Services Specialist (24 hrs. @ \$29.99/hr.)	\$720.00
Benefit Rate @ 40%	<u>\$7,717.00</u>
Subtotal Personal Services	\$27,010.00
Operating Expenses & Equipment (OE&E)	
Travel & Per Diem (Air, 1,000 miles @ a rate not to exceed .55/mile)	\$1,000.00
Supplies	\$990.00
Printing/Duplicating	<u>\$1,000.00</u>
Subtotal OE&E	\$2,990.00
Indirect Cost (Overhead @ 0.00%)	\$0.00
Grand Total	\$30,000.00

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 1-1-09.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the Department of Fish and Game (DFG) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Fish and Game (DFG) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the DFG Deputy Director. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1.c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DFG written approval.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information (Continued)

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, DFG shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DFGs' discretion, changes or revisions made by DFG to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DFG policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the DFG Contract Manager to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.	Breakfast
	▶ Trip ends at least one hour after the regularly scheduled workday..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.	Dinner
Lunch or incidentals cannot be claimed on one-day trips.		
24 hours or more	▶ Trip begins at or before 6:00 a.m.....	Breakfast
	▶ Trip begins at or before 11:00 a.m.....	Lunch
	▶ Trip begins at or before 5:00 p.m.....	dinner
More than 24 hours	▶ Trip ends at or after 8:00 a.m.....	Breakfast
	▶ Trip ends at or after 2:00 p.m.....	Lunch
	▶ Trip ends at or after 7:00 p.m.....	Dinner
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		