

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 09/01)

AGREEMENT NUMBER  
**P0775024**

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

STATE AGENCY'S NAME

**Department of Fish and Game**

CONTRACTOR'S NAME

**California Department of Forestry and Fire Protection, Office of the State Fire Marshal**

2. The term of this Agreement is: July 1, 2007 through June 30, 2009

3. The maximum amount of this Agreement is: \$ 88,692.00  
**Eighty-eight thousand six hundred ninety-two 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 the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
* Exhibit C – General Terms and Conditions	GIA101

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dqs.ca.gov/Standard+Language/default.htm>

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

**CONTRACTOR**

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

**California Department of Forestry & Fire Protection,  
Office of the State Fire Marshal**

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/6/07

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kate Dargan, Chief Fire Marshal**

ADDRESS

**1131 S Street  
Sacramento, CA 9814**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Fish and Game**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Renee Renwick, Assistant Deputy Director Administration**

ADDRESS

**416 9<sup>th</sup> Street  
Sacramento, CA 95814**

California Department of General  
Services Use Only

Exempt per:

## EXHIBIT A – SCOPE OF WORK

1. Contractor agrees to provide to the State Department of Fish and Game (DFG), represented by the Office of Spill Prevention and Response (OSPR) services as describe herein:

Contractor will attend State Interagency Oil Spill Committee (SIOSC) and the SIOSC Review Subcommittee meetings and participate in oil spill drills and training exercises.

2. The services shall be performed Statewide.
3. The services shall be provided during normal business hours; emergency services shall be provided 24 hours a day seven days a week.
4. The Project Officials during the term of this agreement will be:

### **DFG Contract Manager**

Mr. William 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) 324-9786

### **Contractor Project Director**

Mr. Robert Gorham  
Department of Forestry and Fire Protection  
Office of the State Fire Marshal  
3950 Paramount Blvd, #210  
Lakewood, CA 90712  
Phone: (562) 497-9102  
Fax: (562) 497-9104

5. Scope of Work

#### **A. Background and Objectives**

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act mandates the California Department of Forestry and Fire Protection, Office of the State Fire Marshal (CDF) to assist the Administrator in coordination with other state and federal agencies. These duties include participation in meetings and review of contingency plans. These mandates are stated in Government Code Sections 8670.23 and 8670.36 respectively. These activities will be performed to the extent possible given available resources.

#### **B. Work to be Performed**

- 1) A representative of the CDF shall attend meetings of the State SIOSC and the SIOSC Review Subcommittee. Review and comment on proposed oil spill regulations and changes to the State Oil Spill Contingency Plan as required under Section 85674.10 of the Government Code.

**EXHIBIT A – SCOPE OF WORK (Continued)**

- 2) At the request of the Administrator, CDF staff shall assist the OSPR in the investigation of any oil spill in the marine waters.
- 3) CDF staff shall participate in oil spill drills and training exercises as appropriate.
- 4) CDF shall consult with OSPR staff to establish a mutually acceptable procedure for sharing pipeline location information and other information pertinent to OSPR Geographic Information System.
- 5) CDF shall develop Memoranda of Agreement with other agencies to delineate jurisdictional responsibilities of each agency to optimize resources and eliminate regulatory gaps or overlaps.
- 6) Where appropriate, CDF shall provide technical assistance to the Administrator or any other party concerning the safe operation or maintenance of both regulated pipelines and non-regulated jurisdictional pipelines.

## EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. Invoicing and Payment

- A. The maximum amount payable for the 07/08 Fiscal Year ending June 30, 2008 shall not exceed \$44,346.00.  
The maximum amount payable for the 08/09 Fiscal Year ending June 30, 2009 shall not exceed \$44,346.00.
- B. For services rendered in accordance with the Scope of Work, and accepted by the Contract Manager, the State agrees to compensate the Contractor upon receipt of an invoice for actual expenditures incurred in accordance with the rates specified herein.
- C. The Contractor shall be paid quarterly in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

**William Leland**  
Department of Fish and Game  
Office of Spill Prevention and Response  
P.O. Box 944209  
Sacramento, CA 94244-2090

- D. 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 Contract Manager. Payment for services of any invoice will be made only after receipt of a supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above, may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- E. 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 the Contractor;
  3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
  4. Name of the Region/Division of the Department of Fish and Game being billed;

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS (Continued)**

5. The date of the invoice and the time period covered;
6. The number of the agreement upon which the claim is based, and;
7. An itemized account of the services for which the Department of Fish and Game is being billed. Include all of the following:
  - a. The time period covered by the invoice, i.e., the term “from” and “to”;
  - b. A description of the services performed as specified in the Scope of Work;
  - c. The method of computing the amount due.

Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

- d. 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 Contractor under the terms of this agreement; and
  - e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).
- F. To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against the 2007/2008 fiscal year appropriation, must be received and approved by the State’s Contract Manager no later than April 15, 2010.

To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against the 2008/2009 fiscal year appropriation, must be received and approved by the State’s Contract Manager no later than April 15, 2011.

**2. Contract Written Prior to Approval of the Budget Act/Budget Contingency Clause**

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS (Continued)**

- 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. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- D. 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. Budget Flexibility**

Subject to the prior review and approval of the Contract Manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$50,000 per fiscal year. Line item shifts may be proposed/requested by either the State or the Contractor in writing and must not increase or decrease the total contract amount allocated per fiscal year.

**5. Line Item Budget**

	<u>FY 07/08</u>	<u>FY 08/09</u>
<b>Personal Services</b>		
Pipeline Safety Engineer		
(\$31.82/hr x 450 hrs)	\$14,319.00	\$14,319.00

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS (Continued)**

Supervising Pipeline Safety Engineer (\$38.78/hr x 142.71 hrs)	\$5,534.00	\$5,534.00
<b>Benefits @ 50%</b>	<u>\$9,927.00</u>	<u>\$9,927.00</u>
<b>Subtotal</b>	<b>\$29,780.00</b>	<b>\$29,780.00</b>
<b>Operating Expenses</b>		
Office Supplies	\$500.00	\$500.00
Postage	\$500.00	\$500.00
Printing	\$500.00	\$500.00
Telephone/Cellular/Pagers	\$1,500.00	\$1,500.00
*Travel & Per Diem	<u>\$1,000.00</u>	<u>\$1,000.00</u>
<b>Subtotal</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>
<b>Overhead Costs @ 31.28%</b>	<u>\$10,566.00</u>	<u>\$10,566.00</u>
<b>FY Total</b>	<b>\$44,346.00</b>	<b>\$44,346.00</b>
<b>Grand Total</b>		<b>\$88,692.00</b>

\*Travel Expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.