



City of San Leandro

Meeting Date: October 4, 2021

Staff Report

File Number: 21-539

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.C.

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution to Authorize a \$170,000 Surrendered and Abandoned Vessel Exchange (SAVE-21) grant Agreement between the City of San Leandro and the State of California, Department of Parks and Recreation, Division of Boating and Waterways for Abatement of Surrendered and Abandoned Watercraft at the San Leandro Marina and the San Leandro Shoreline

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council adopt a resolution authorizing a \$170,000 SAVE-21 grant agreement between the City and the State of California, Department of Parks and Recreation, Division of Boating and Waterways for the removal and disposal of abandoned and surrendered vessels.

BACKGROUND

The California Legislature developed two initiatives aimed at keeping abandoned vessels out of local waters. Senate Bill 172 (Rainey, 1997) established the Abandoned Watercraft Abatement Fund (AWAF) administered by the Division of Boating and Waterways (DBW) to address the problem of abandoned watercraft. The purpose of the program is to provide funds to local public agencies to remove, store, and dispose of abandoned, wrecked, or dismantled vessels or any other partially submerged objects that pose a substantial hazard to maritime navigation.

The Vessel Turn-In (VTIP) Program was established by Assembly Bill 166 (Lieu, 2010) as a solution to prevent abandoned vessels before they happen. By providing an easy and free alternative for boat owners to surrender an unwanted vessel to a participating agency in lieu of abandonment, this program eliminates the expensive and difficult removal process that abandoned vessels often require. More importantly, the VTIP also works to prevent the risk of harmful water hazards and provides for the protection of the environment by preventing discharges of toxic pollutants that may leak from an abandoned vessel.

In 2015, the DBW merged the AWAFF and VTIP grants to form the Surrendered and Abandoned Vessel Exchange (SAVE) grant as part of an effort to streamline grant applications and disbursements.

Using the awarded SAVE-18 grant for the period of October 2018 through September 2020, Public Works removed 29 boats at a cost of \$128,636. It is anticipated that there will be an increase in the number of vessels that will be abandoned or submitted for the VTIP program over the next two years with the decommissioning of the San Leandro Marina. The City applied for a \$170,000 SAVE grant for FY2021/2022 based on previous grant use and expected need. On September 10, 2021 the State awarded the grant funds and issued the Grant Agreement - Certificate of Funding.

Analysis

Pursuant to California Harbors and Navigation Code §525(c), a 10% local matching contribution is required for the SAVE grant. The contribution may be rendered in cash, or through in-kind contributions that must be verified and approved, all at the discretion of the Department of Boating and Waterways. The local matching contribution could include, but is not limited to, administrative costs, personnel hours, and removal costs. The City will contribute the 10% local matching contribution in administrative costs and personnel hours (overseeing contracts and preparing watercraft for towing, removal and disposal).

If the grant agreement is not authorized, the Shoreline Fund will bear the cost without reimbursement.

Legal Analysis

The City Attorney reviewed the grant agreement and approved it as to form.

Fiscal Impacts

This Shoreline Fund project will cost approximately \$187,000. The SAVE-21 grant will reimburse a sum not to exceed \$170,000. A 10% matching contribution is required. Public Works will provide in-kind labor for grant administration and personnel hours associated with the removal and destruction of the vessels.

Budget Authority

On June 28, 2021, Council approved an appropriation for \$170,000 in the Shoreline Fund (597-57-177) FY21/22 budget. A revenue account (597-3607) was established to receive reimbursements from the SAVE-21 grant.

ATTACHMENT(S)

SAVE-21 Grant Agreement - Certificate of Funding

PREPARED BY: Liz Jimenez, Public Works Services Manager, Public Works



City of San Leandro

Meeting Date: October 4, 2021

Resolution - Council

File Number: 21-540

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council Authorizing the City Manager to Execute a \$170,000 Surrendered and Abandoned Vessel Exchange (SAVE-21) grant Agreement with the State of California, Department of Parks and Recreation, Division of Boating and Waterways for Abatement of Surrendered and Abandoned Watercraft at the San Leandro Marina and the San Leandro Shoreline

WHEREAS, the SAVE-21 grant program is designed to remove, reduce, and prevent abandoned recreational vessels before they happen; and

WHEREAS, an agreement between the City of San Leandro and the State of California, Department of Parks and Recreation, Division of Boating and Waterways was presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. An appropriation by the City Council for \$170,000 from the Shoreline Fund (597-57-177) was established and will be replenished by grant proceeds; and
2. Said agreement in the form presented is hereby approved and execution by the City Manager, or her designee, of this agreement and all other agreements and contracts necessary to effect this resolution is hereby authorized; and
3. An original executed agreement shall be attached to and made a part of this resolution.

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS
GRANT AGREEMENT - CERTIFICATE OF FUNDING

GRANTEE: City of San Leandro Marina
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-21)
GRANT AMOUNT: \$170,000.00
GRANT NUMBER: C21S0606
GRANT TERM: Effective: Date Fully Executed* through September 30, 2023

The Grantee agrees to the terms and conditions of this agreement, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total State grant amount indicated below and in Exhibit F which is a part of the agreement consisting of: Exhibit A "Project Representatives", Exhibit B "Grant Terms and Conditions", Exhibit C "General Terms and Conditions", Exhibit D "Grantee Certification Clauses", Exhibit E "Darfur Contracting Act", Exhibit F "Application/Scope of Work".

<p>Grantee: City of San Leandro Marina</p> <p>Address: 14200 Chapman Road, San Leandro, CA 94578</p> <p>Authorized Signature:</p> <p>Printed Name: Liz Jimenez</p> <p>Title of Authorized Representative: Public Works Services Manager</p> <p>Date: September 16, 2021</p>	<p>Agency: Department of Parks and Recreation Division of Boating and Waterways</p> <p>ATTN: Ron Kent</p> <p>Address: One Capitol Mall, Suite 500 Sacramento, CA 95814</p> <p>Authorized Signature:</p> <p>Printed Name: Keren Dill</p> <p>Title: Staff Services Manager II</p> <p>Date:</p>
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**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: City of San Leandro Marina

GRANT TITLE: FY 2021/22 Surrendered and Abandoned Vessel Exchange (SAVE)

GRANT AMOUNT: \$170,000.00

GRANT NUMBER: C21S0606

PO NUMBER:

GRANT TERM: Effective: Date Fully Executed* through September 30, 2023

AGREEMENT NO C21S0606	AMENDMENT NO	SUPPLIER ID 0000011848		PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$170,000.00	FUND DESCRIPTION Surrendered and Abandoned Vessel Exchange (SAVE-21)		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 21	STATUTE 2021	FISCAL YEAR 2021/22
BUSINESS UNIT 3790	INDEX N/A	PROGRAM 2855023	ACTIVITY CODE 69992	ACCOUNT 5432000

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
4940 Lang Avenue H Dock
McClellan Park, CA 95652

SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)

FISCAL YEAR 2021/22

EXHIBIT A - PROJECT REPRESENTATIVES

The services shall be performed in the jurisdiction of: City of San Leandro Marina

State Agency: Division of Boating and Waterways	Grantee (Agency Name): City of San Leandro Marina
Name: Ron Kent	Grantee Representative*: Liz Jimenez
Title: Program Administrator	Title: Administrative Analyst
Address: One Capitol Mall, Suite 500 Sacramento, CA 95814	Mailing Address: 14200 Chapman Road, San Leandro, CA 94578
	Remit to Address:
Phone: (916) 327-1825	Phone: (510) 577-3450
Fax:	Fax:
Email: ron.kent@parks.ca.gov	Email: ljimenez@sanleandro.org

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

EXHIBIT B - GRANT TERMS AND CONDITIONS

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT PROGRAM

1. PURPOSE OF THE PROGRAM:

Pursuant to its authority under Harbors and Navigation Code (HNC) section 525(1)(a), the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of:

- a. Abandoned property as described in HNC 522 (below) within Grantee's jurisdiction as listed in Exhibit A.

HNC Section 522: "Any hulk, derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property."

- b. Surrendered vessels as defined in HNC 526.1

HNC Section 526.1: "surrendered vessel" means a recreational vessel that the verified titleholder has willingly surrendered to a willing public agency under both of the following conditions:

- (a) The public agency has determined, in its sole discretion, that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.
 - (b) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation."
- c. Wrecked or dismantled vessels, or parts thereof, or any other partially submerged object that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.
 - d. The funds provided under this Agreement **shall not** be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
 - e. If Grantee is reimbursed for the costs related to the surrender, abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.
 - f. Vessels listed in Exhibit F Application/Scope of Work are considered solely a demonstration of the agency's need for funding, not an approval that the individual vessels are eligible for SAVE funding.

2. **RIGHT OF INSPECTION**

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

3. **ANNUAL MEETING**

Grantee's representative or alternate shall participate in an annual one-day video or phone conference conducted by DBW during the term of this agreement. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

Grantee agrees to complete the scope of work submitted in its application in a timely fashion.

4. **HAZARDOUS MATERIALS**

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, abatement, removal, storage, and/or disposal of any hazardous substances encountered in the execution of this Agreement.

5. **TITLES AND LIENS**

a. **Abandoned vessels:** Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.

b. **Surrendered vessels:** Grantee shall comply with all relevant provisions of Harbors and Navigation Code section 526.1 in the performance of this Agreement, requiring that a surrendered vessel be that of the "verified titleholder."

c. Grantee shall comply with all Department of Motor Vehicles notification requirements related to the disposal of vessels and trailers.

6. **GRANTEE CITATIONS - ABANDONED VESSELS**

Grantee shall, in accordance with HNC 525(a-c), issue the last registered vessel owner a citation for abandoning a vessel and impose a fine of not less than \$1,000 nor more than \$3,000 for violation of this section.

7. **MEDIA**

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

8. **MEDIA MATERIALS RELEASE**

Grantee agrees to irrevocably grant to California State Parks, Division of Boating and Waterways, its employees, officers, agents, and assigns (hereinafter referred to as "DBW"), the non-exclusive, royalty-free, perpetual and worldwide right and permission to use,

reproduce, publish, copy, distribute, alter, license, adapt, and display the photographs, motion pictures, caption information, and/or written quotes (hereinafter referred to collectively as "Photographs"), that the Grantee has submitted to DBW for art, editorial, advertising, marketing, trade, broadcast, print, educational programs, or any other lawful purpose whatsoever, in any and all media. In connection with the foregoing license, the Grantee agrees not to use, reproduce, adapt, or display the Photographs, or allow others to do so, in a manner that tends to subject DBW or its Abandoned Watercraft Abatement Fund Grants (AWAF), Vessel Turn In Program (VTIP) and/or Surrendered and Abandoned Vessel Exchange (SAVE) programs to ridicule, disparagement, mockery, satire, or that could tarnish the image of the DBW's AWAF, VTIP, and/or SAVE programs. Grantee hereby releases and discharges DBW from any and all claims and demands arising out of or in connection with the use of the Photographs, including without limitations, any and all claims for libel, defamation, invasion of privacy, and/or publicity rights. DBW assumes no responsibility for lost or damaged Photographs or for the use of same. DBW may sell, assign, license, or transfer all rights granted to it hereunder.

Grantee also grants DBW and its licensees the unrestricted right to use and disclose its name in connection with use of the Photographs. The Grantee understands that it will not be paid for any use or right granted herein.

Grantee understands and agrees that the Photographs may be used in whole or in part, at any time. The license granted herein to DBW includes the right and permission to conduct or have conducted such alterations to the Photographs as DBW deems necessary. Grantee releases and discharges DBW and agrees to indemnify and hold DBW harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the use of the Photographs. Grantee waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

Grantee declares and avows that the Photographs it is submitting to DBW are its own original work in all respects. Grantee is the sole and exclusive owner of the Photographs; they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by DBW of the Photographs in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person. Grantee agrees to indemnify and hold DBW harmless from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by DBW by reason of (1) any violation or infringement of any proprietary right or copyright; or (2) any libelous or unlawful matter contained in the Photographs. Grantee also agrees to indemnify and hold DBW harmless for any such amounts arising from its breach of any covenant, representation, or warranty of this agreement.

9. PERMITS AND DOCUMENTATION

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel, Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

10. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts under this Agreement. Grantee, upon request, must make available to DBW procurement documents such as requests for proposal, invitations for bid and independent cost estimates,

11. CONTRACTS WITH SERVICE PROVIDERS

All contracts/executed agreements with service providers for which grantee will seek reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Grantee will provide to DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant. Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C21SXXXX) must appear on the certificate of insurance.

12. SUBCONTRACTORS

Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors hold a valid business license and carry general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C21SXXXX) must appear on the certificate of insurance.

13. TRAFFIC CONTROL AND TRAFFIC SAFETY

Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

14. AIR OR WATER POLLUTION VIOLATION

Grantee warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

15. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

16. APPROVAL OF AGREEMENT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Grantee's own risk.

17. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this agreement.

18. AUTHORITY TO CONTRACT

Grantee must provide DBW with evidence of its authority to enter into this Agreement. Grantee may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Grantee shall provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

19. COMPLIANCE WITH LAW AND REGULATIONS

Grantee and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Grantee certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

20. INDEPENDENT CONTRACTOR

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California.

21. INSURANCE REQUIREMENTS

The abatement, removal, storage, and /or disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services/ Office of Risk and Insurance Management (ORIM).

a. GENERAL PROVISIONS APPLYING TO ALL POLICIES

1. Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the DBW at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

2. Policy cancellation or termination & notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the DBW. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the DBW may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

3. Deductible
Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary clause
Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance carrier required rating
All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.
6. Endorsements
Any required endorsements requested by the DBW must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance
Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.
8. Use of Subcontractors
In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to the State when requested equal to policies, coverages, and limits required of Grantee.

b. **INSURANCE REQUIREMENTS**

1. Commercial General Liability
The Grantee shall maintain general liability on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent subcontractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as

insured's under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Grantee.

2. Automobile Liability

The Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

3. Watercraft Liability

The Grantee shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft (owned, hired or non-owned). The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed that is connected with or related to the activities contemplated in this Agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Workers Compensation and Employers Liability

The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under agreement with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to certificate.

If applicable, Grantee shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this agreement, Grantee acknowledges compliance with these regulations.

c. **ENVIRONMENTAL/POLLUTION LIABILITY**

Grantee shall maintain Pollution Liability for limits not less than \$1,000,000 occurrence covering the Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this agreement. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials.

d. **SELF INSURANCE**

If the Grantee is self-insured for a portion or all of its insurance, the Grantee shall provide evidence of self-insurance when requested by DBW. Review of financial information including a letter of credit may be required. The DBW reserves the right to request financial information.

e. **STATEMENT OF INSURANCE COVERAGE:**

Grantee certifies and agrees that they have all required insurance coverages as stated in the grant agreement, which will be in effect for the entire term of the agreement.

Approver initials :

Date:

Name: Susan Hsieh

Title: Finance Director

22. TERMINATION

- a. DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee.
- b. If the Grantee fails to keep the required insurance in effect at all times during the term of this agreement, DBW may, in addition to other remedies it may have, terminate this agreement upon two days written notice.
- c. DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this agreement because of failure of Grantee to fulfill any of the requirements of this agreement.
- d. Upon receipt of any notice terminating this Agreement, Grantee shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date.
- e. Upon termination of this agreement, Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

23. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

24. MATCHING 10% REQUIREMENT

- a. Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant."
- b. The 10% contribution is in addition to funds awarded in the grant and may be made by cash and/or in-kind contributions from agency's personnel hours (net hourly rate only with no benefits included) for work completed directly toward SAVE program items as listed below (Part 24, 1 (a - b). Other SAVE-related expenses may be used with advance DBW approval in writing.
- c. If using personnel hours for in-kind match, only net, raw hours will be accepted, and

verification of in-kind contribution is required with reimbursement request(s). The statement of in-kind hours must be on the form provided by DBW through the Online Grants Application (OLGA), or available upon request, and must include:

- I. Activity date
- II. Vessel/issue name or description
- III. Personnel name
- IV. Description of SAVE program service provided
- V. Number of hours provided by each person
- VI. Hourly rate and total value

- d. The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Funds will not be disbursed until the grantee has provided DBW with acceptable documentation that it complied with the 10-percent contribution requirement for each disbursement.

25 **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Covered Expenses and Reimbursement Claims Processes**

- a. DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **abandoned** vessels:
 1. Raising of submerged vessels
 2. Vessel removal from accessible locations
 3. Hazardous materials (hazmat) removal and disposal
 4. Towing
 5. Storage
 - i. Without lien sale: 60 days maximum
 - ii. With lien sale: 90 days maximum with justification
 - iii. If stored onsite at Grantee's facility, 50% of the normal rate of charge to the public will be reimbursed, and fee schedule is required for verification.
 6. Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
 7. Public notice advertising
 8. Vessel appraisal
 9. Salvage and demolition
- b. DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **surrendered** vessels:
 1. Vessel and/or hazardous material removal and disposal
 2. Towing from grantee's facility to landfill
 3. Demolition

- c. Ineligible expenses include hand tools, consumables, grantee direct staffing, time and materials from subcontractors, etc. without prior written approval from DBW.
- d. Other expenses may be considered with advance written approval from DBW.

2. Reimbursement claim forms:

Reimbursement claim forms are available in DBW's Online Grant Application System (OLGA) or upon request. Grantee must sign and date each reimbursement claim form in blue ink and submit with the following documents to DBW:

i. Invoices from service providers, contractors and/or subcontractors to Grantee:

Invoices must contain the following:

- a. Name and address of Grantee
- b. Contract or invoice number
- c. Description of service performed
- d. Date the service was performed
- e. Location of each service
- f. Vessel name, CF# or HIN# if available; otherwise, description of vessel

ii. Proof of payment for all invoices.

The following acceptable forms of proof are:

- a. Cancelled check (with bank's cancelled stamp on back of check copy)
- b. Credit card statement with charge and payment posted, along with copy of charge slip
- c. Invoices from service provider showing zero balance.
- d. Proof of Accounting Clearing House (ACH) or Electronic transfer showing date, amount and transaction confirmation number.

iii. 10% in-kind match contribution statement:

- a. If Grantee is matching the 10% requirement with in-kind services, complete the DPR265 Itemized 10% In-kind Contribution Statement located in OLGA or available upon request.
- b. Only net hourly rates will be accepted. Grantee must include verification of net rates with first claim and each time rates change.

iv. Photos of vessels (Required)

- 1. **One photo** showing CF number (if available). If the CF number is not visible/available, photo must show description used on clam form.

v. For Surrendered Vessels ONLY:

Statement of Vessel Release of Interest and Ownership: to be completed and signed by vessel owner(s) and SAVE agency representative (SAVE AGENCY ONLY section). Grantee may use their own release form ONLY if DBW approved the grantee's release form. DBW release form can be downloaded from OLGA.

One proof of vessel ownership must be provided. This can be a copy of the Certification of Ownership (title/pink slip or Coast Guard document) signed by the owner, a pre-printed DMV form Reg138 completed and signed by vessel owner; DMV registration form; or a DMV issued junk slip. Power of

Attorney or marina lien documents are also acceptable. Keep the originals and provide DBW with copies.

NOTE: Vessel ownership verification is required; however, it is not required that boat owners bring their registration up to date to surrender their vessel through the VTIP.

- vi. DO NOT INCLUDE DOCUMENTATION THAT IS NOT REQUIRED such as incident reports, CLETS printouts, internal routing forms, accounting journals, etc.
- 3. Submit one (1) hard copy and one (1) electronic copy of each reimbursement claim form and all supporting document (as identified

Division of Boating and Waterways

4940 Lang Avenue H Block

McClellan Park, CA 95652

Attention: SAVE Unit

Email: ron.kent@parks.ca.gov

- 4. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture o
- 5. All requests for payment must be submitted to DBW no later than 45 days after the expiration date of the agreement. DBW is not o

26. BUDGET CONTINGENCY CLAUSE

- A. 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, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

27. INDEMNIFICATION

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

28. FUNDS ASSIST

The Funds Assist process has been developed by DBW as a method for grantees with

excessive, unused funds to assist other participating SAVE agencies in need. Funds Assist is a voluntary action (by both agencies) until within three (3) months of the expiration date of the grant at which time it will become a required action of those agencies with remaining grant balances, at DBW's discretion.

The Funds Assist process works as follows:

- a. An introduction is made by DBW between the agency with excessive funds (Agency A) and the agency in need (Agency B).
- b. A deadline shall be imposed by DBW for the work to be completed by Agency B.
- c. Agency B pays for all contractor invoices, as is required with the SAVE grant.
- d. The 10% required match is the obligation of Agency B and may be met with cash, in-kind services, or a combination of both.
- e. To obtain reimbursement, Agency B will be required to supply the following to Agency A:
 - i. A Tax Identification Form (W-9)
 - ii. All requirements/documents apply as outlined in this agreement under #24
 - iii. A statement on Agency B's letterhead invoicing Agency A for the total reimbursement request.
 - iv. Copies of completed forms and support documents to DBW for pre-approval.
- f. Agency A completes the following actions:
 - i. Upon approval by DBW, pay Agency B the invoiced amount within 30 days and record as a pass-through grant (or use your accounting method preference).
 - ii. Complete DBW's Abandoned Vessel and/or Surrendered Vessel Reimbursement Claim Form and attach all supporting documents as listed in item b, c & d above, including the verification of payment to Agency B i.e., cancelled check or statement from Agency B of payment received.
 - iii. Email the documents to the DBW program administrator for review. Once reviewed and approved, send finalized claim forms to DBW for payment processing.

DBW will act as a courtesy liaison between the agencies to ensure (as much as possible) that documents are correctly processed.

29. FUNDS ASSIST INDEMNIFICATION

Grantee and sub grantee (hereafter known as Agency A and Agency B respectively) shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Agency A and B, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Agency A and B shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Agency A and B's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers,

and/or employees.

If Agency B is a recipient of a current SAVE grant, as depleted or with insufficient funds for removal project, and receives assistance through the Funds Assist process, all provisions of the SAVE grant applies.

Approver initials: _____ Date: September 16, 2021

Name: Liz Jimenez

Title: Public Works Services Manager

30. 90-DAY RETURN OF GRANT DOCUMENTS TO DBW

Grant agreements issued to the awarded agency must be completed and returned within 90 days of the date of issuance according to the instructions issued by DBW with the grant agreement. If extenuating circumstances prevent the ability of the agency to meet this deadline, approval from DBW must be obtained in writing. DBW retains the right to determine approval or denial of extensions.

31. ANTI-CORRUPTION

SAVE grantees are required to report to DBW any written, suggested, or verbally implied cases whereby a contractor, subcontractor or other service provider increases their fee(s) due to the existence of a Grantee's SAVE grant, or inquires about the amount/balance of a SAVE grant in order to increase their fee(s), for possible investigation of price gouging. A two year history of charges applied to work of all known SAVE grant work by that contractor will be required by DBW for review.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

2. **EFFECTIVE DATE:**

Effective date means either the start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last DBW signature. No work shall commence until the effective date.

3. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. **ASSIGNMENT:**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. **AUDIT:**

Grantee 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 to copy any records and supporting documentation pertaining to the performance of this Agreement. **Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.** Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION:**

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor or Grantee in the performance of this Agreement.

7. **DISPUTES:**

Grantee shall continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner

herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

9. RECYCLING CERTIFICATION:

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Grantee 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee 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.(See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, as outlined in Exhibit B, item #24.

14. GOVERNING LAW:

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of

Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

GRANTEE CERTIFICATION CLAUSES

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
City of San Leandro Marina		94-6000421
By (Authorized Signature)		
Printed Name and Title of Person Signing		
, Frances Robustelli, City Manager		
Date Executed	Executed in the County of	
	Alameda	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Grantee 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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) 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 the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to

carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

No officer or employee shall engage in any employment, activity or enterprise from which the officer 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.

Former State Employees (PCC 10411):

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract 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 a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

EXHIBIT E – DARFUR CONTRACTING ACT

SAMPLE FORM

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States.

For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

General

1 Applicant Information

- a. Applicant Name City of San Leandro Marina
- b. Organizational Unit
- c. Address 40 Mulford Point Drive
- d. Address 2
- e. City San Leandro State CA Zip 94577
- f. Federal ID Number 94-6000421 Reference No. 400000410501
- g. Agency Type
- City County
- Federally or State Recognized Native American Tribe District

2 Project Information

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) Fiscal Year 2021/2022
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2021 End Date Sep-30-2023
- e. Amount of Funds Requested \$170,000.00 Project Cost \$187,000.00

3 Contacts

a. Project Administrator

Name Liz Jimenez
Title Administrative Analyst
Mailing Address 14200 Chapman Road
City San Leandro State CA Zip 94578
Telephone (510) 577-6068 Fax
E-mail Address ljimenez@sanleandro.org

b. Project Administrator

Name Debbie Pollart
Title Director
Mailing Address 14200 Chapman Rd
City San Leandro State CA Zip 94578
Telephone (510) 577-6020 Fax
E-mail Address dpollart@sanleandro.org

1. Minimum Qualifications

1. Does your agency have an enforcement program to address abandoned boats? Yes No

If Yes, describe

San Leandro Marina is owned and operated by the City of San Leandro. Municipal Code 4-19-120 grants the City the authority to remove or impound abandoned vessels within the Marina.

The City provides 60 and 90-day past due notifications for delinquent accounts. The paid status of an account is an indicator of whether a vessel is/will be abandoned. An eviction letter is mailed at 90 days notifying lien proceedings will begin. The lien process is outsourced. After the lien sale, boat owners have 10 days to redeem vessels by paying account in full. Unsold vessels become City property. The demolition bid process for unsold vessels begins 10 days after the auction date. The boat is towed to the public launch ramp and placed on a trailer to be towed to a local transfer station for destruction. If the land tow isn't possible due to size or other limitations, a contractor is hired to coordinate removal and demolition.

Attached is a copy of the Muni Code and detailed steps for addressing abandoned vessels

2. Attach ordinance, resolution, or municipal code authorizing your agency's involvement and its jurisdiction for prevention and removal of abandoned vessels and accepting surrendered vessels.

[29337_0_252_Abandoned Vessels.pdf](#)

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- State Senate 01
- State Senate 02
- State Senate 03
- State Senate 04
- State Senate 05
- State Senate 06
- State Senate 07
- State Senate 08
- State Senate 09
- State Senate 10
- State Senate 11
- State Senate 12
- State Senate 13
- State Senate 14
- State Senate 15
- State Senate 16
- State Senate 17
- State Senate 18
- State Senate 19
- State Senate 20
- State Senate 21
- State Senate 22
- State Senate 23
- State Senate 24
- State Senate 25
- State Senate 26
- State Senate 27
- State Senate 28
- State Senate 29
- State Senate 30
- State Senate 31
- State Senate 32
- State Senate 33
- State Senate 34
- State Senate 35
- State Senate 36
- State Senate 37
- State Senate 38
- State Senate 39
- State Senate 40

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- State Assembly 01
- State Assembly 02
- State Assembly 03
- State Assembly 04
- State Assembly 05
- State Assembly 06
- State Assembly 07
- State Assembly 08
- State Assembly 09
- State Assembly 10
- State Assembly 11
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- State Assembly 78
- State Assembly 79
- State Assembly 80

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- Congressional District 1
- Congressional District 2
- Congressional District 3
- Congressional District 4
- Congressional District 5
- Congressional District 6

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

- | | | |
|---|--|--|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input checked="" type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30 |
| <input type="checkbox"/> Congressional District 31 | <input type="checkbox"/> Congressional District 32 | <input type="checkbox"/> Congressional District 33 |
| <input type="checkbox"/> Congressional District 34 | <input type="checkbox"/> Congressional District 35 | <input type="checkbox"/> Congressional District 36 |
| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39 |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42 |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45 |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---|--|--------------------------------------|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input type="checkbox"/> El Dorado | <input type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

3. Jurisdictional Control

List All Waterbodies That Are In Your Jurisdictional Control and Fill in the Chart for Each - Objective 4: Existence of an active enforcement program

Waterbody Name	Acres or square miles in this waterbody that is your jurisdiction	What are the corporate limits of your agency's jurisdictional control in each waterbody?	List the other agencies who share jurisdictional control in this waterbody.	Identify which agency has lead jurisdiction for removing abandoned vessels and accepting surrendered vessels in this waterbody.	How often does your agency monitor this area?
San Francisco Bay - East Bay	1,450 acres	1,450 acres	US Coast Guard	City of San Leandro	Daily

4. Staff Dedicated to Abandoned and Surrendered Vessel Activities

Staff Dedicated to Abandoned and Surrendered Vessel Activities - Objective 4: Existence of an active enforcement program

List staff assigned in their job duties to the removal of abandoned vessels, receipt of surrendered vessels.	Total number of Hours Per Week dedicated to removal of abandoned vessels	Total number of hours Per Week dedicated to receipt of turned in vessels	Total hours Per Week
Liz Jimenez	3.00	2.00	5.00
Gary Sclafani	4.00	0.00	4.00
Chris Heint	5.00	0.00	5.00
Tom Browning	5.00	0.00	5.00

Objective 1: Prevention

- 5. Does your agency participate in the Vessel Turn-in Program (VTIP)? Yes No
- 6. How does your agency actively promote, self-turn in, end-of-life and VTIP? Select all that apply. (Answer only if you selected 'Yes' to Q 5.)

Number of brochures distributed Per Year at:

- Events
- Marinas (list)
- Boat owners [50]
- Other

Publicity Efforts:

- Advertised on your website
- Agency newsletters

- PSAs, billboards
- Social media
- Other [Verbal contact - over the phone or in person]

7. What is your agency's plan for increasing the number of turned in vessels the next calendar year? (Answer only if you selected 'Yes' to Q 5.)

Currently City of San Leandro (City) staff provides information about the Vessel Turn-In-Program (VTIP) over the phone. Staff refer callers to the Division of Boating and Waterways' (DBW) website for a list of participating agencies. The City's website includes links to the VTIP "Is Your Boat an Anchor?" brochure and to the participating agencies webpage on DBW's website.

The City is in the process of redeveloping the shoreline. The vision is to create a regional destination that provides enhanced recreational and community amenities. The development project will decommission the harbor, but will continue to include a boat launch. As the City prepares for the development, we are verbally telling berthers about the VTIP Program. As we near the permanent closure of the harbor, we will remind berthers of the program via written correspondence and email blasts. City offices are not currently open to the public because of COVID-19, but as offices reopen, we plan to place DBW brochures at the Public Works and Finance office lobbies (where berthers most often visit). We also will include blurbs in our newsletter that goes out to the community on a quarterly basis.

We foresee the decommissioning starting next spring, and anticipate there will be several vessels left abandoned. Other vessels will be surrendered to the City when boaters come to terms with the lack of seaworthiness of their vessel and not being able to sail/motor out to another marina. The City will use SAVE21 grant funding to remove and dispose of these boats.

8. How often does your agency coordinate with local boating groups or marinas to inform them of the vessel turn-in program? Describe activities and identify groups/marina's contacted in the last calendar year. (Answer only if you selected 'Yes' to Q 5.)

It was difficult to inform local organizations about the VTIP Program in the last year with COVID-19. Organizations were were closed or not operating as normal. We were, however, able to coordinate with the Bay Area Youth Boating Institute and accept a 1937 51-foot Hacker Craft that was destroyed and disposed of using SAVE18 grant funding. The San Leandro Marina has one remaining yacht club, we will provide Spinnaker with VTIP brochures upon reopening.

Objective 1: Prevention

9. Do you accept VTIP surrendered vessels from boaters outside your jurisdiction? Yes No

If so, how many surrendered vessels have you received in the last calendar year? 4

If not, identify why?

10. Describe how your agency monitors abandoned vessel activity in your jurisdiction. Select all that apply.

- Routine patrol of jurisdiction
- Visit marinas/dockwalks
- Direct contact with boat owners
- Check vessel registration
- Check seaworthiness (listing, occupancy, trash, bilge running, operable lights)
- Abandoned vessel mapping and tracking
- Multi-agency coordination

Utilize NASA data

11. Describe additional methodologies, if any (besides participation in VTIP) your agency use to prevent abandoned vessels in its jurisdiction? Section 4-19-120 of the City's Municipal Code and Rules and Regulations #18 prohibit offshore mooring at the Marina and Shoreline. The City monitors and informs boaters of the regulations to prevent anyone from abandoning their vessel within the City's jurisdiction. The VTIP Program really is the most effective program. People that are behind on rent or no longer have interest in their vessels are more likely to surrender their vessel over abandoning it if they are aware of the resource.

Objective 2: Control

12. Describe methodologies, if any, you have implemented to control and prevent abandoned vessels from entering your jurisdiction from other areas. There are few to no vessels entering the Marina. Siltation is a big problem in the federal channel that leads up to the entrance of the harbor, and the harbor itself. Both are extremely shallow and difficult to navigate. Our local police department also monitors the area.

13. Does your agency collaborate with neighboring SAVE grantees manage abandoned and surrendered vessels? Yes No

If yes, list agencies and describe collaboration.

In the past, the City has collaborated with the Sacramento County Sheriff's Department and the San Mateo County Harbor District to manage abandoned boats. Reviewing files, it appears as though the City funded removal and disposal of vessels abandoned in these agencies' jurisdiction with a SAVE grant awarded to the San Leandro Marina.

14. **Does your agency have any special circumstances and/or conditions that contribute to abandoned vessels in your jurisdiction? Explain circumstances/conditions.**

The City has not been able to secure funding to dredge the harbor, or the two-mile federal channel, in 15+ years. As a result, the Marina is silting up at a fast rate. The City is turning to a different recreation plan for the San Leandro Marina and will be decommissioning the marina in the next year. The San Leandro Marina's occupancy rate is currently at 85%. With the exception of a very small number of boats, we anticipate boats remaining will be abandoned or surrendered for the VTIP Program. The City does not have the funds in the budget to pay for the destruction and disposal of the vessels.

Objective 5: SNHAP

15. Does your agency have a Submerged Navigational Hazard Abatement Plan (SNHAP)? Yes No

If Yes, attach copy.

[29351_0_162_Sinking Vessel - Rules and Regs.pdf](#)

16. Identify the detailed process in your SNHAP for the control and abatement of submerged, wrecked or abandoned vessels. Identify the detailed process in your SNHAP for the abatement of navigational hazards. US Coast Guard, Office of Emergency Services, and Fish and Game are notified if a vessel is in danger of sinking or is releasing fuel/oil. If the vessel damages private or City property, the San Leandro Police Department and Coast Guard are called, as needed. Alameda County Fire Department may also respond, if needed.

The plan attached outlines steps taken in the instance a boat is submerged or in danger of sinking.

17. Identify the SNHAP's detailed process and funding source for the control/abatement of non-vessel related water hazards, hazardous floating debris (such as logs), submerged objects, and abandoned piers and pilings.

"Procedures for Sinking Vessel" (attached in Question #15) outlines the steps staff initiates when a vessel is submerged or in danger of sinking. The City makes an attempt to have the boat owner take responsibility in uprighting the boat and removing it from the water if it continues to be in danger of sinking. If the owner is unresponsive, the City will take ownership, lien the vessel, and initiate removal and disposal procedures. Funds used to pay for the raising, removal and disposal of the vessel come from berthing fees collected by the City. However, these funds are extremely limited since the Marina has an 85% vacancy rate.

Questions 18 - 21a

Has your agency been involved in abatement activities during the past 3 calendar years? Yes No

If so, answer the following:

Yearly average number of abandoned vessels removed and destroyed over the past 3 calendar years. 17

- 18. What was the average cost to remove and destroy abandoned vessels of 30' or less last calendar year? 3,100.00
- 18 a. What was the average cost to remove and destroy abandoned vessels 30' or less in the past 3 calendar years? 3,100.00
- 19. What was the average cost to remove and destroy abandoned vessels 31' or more last calendar year? 8,200.00
- 19 a. What was the average cost of disposal to remove and destroy abandoned vessels 31' or more in the past 3 calendar years. 9,200.00

Has your agency been involved in surrendered vessel activities during the past 3 calendar years? Yes No

If so, answer the following:

Yearly average number of surrendered vessels removed and destroyed over the past 3 calendar years. 4

- 20. What was the average cost to receive and destroy surrendered vessels 30' or less over the past 3 calendar years? 3,100.00
- 20 a. What was the average cost to receive and destroy surrendered vessels 30' or less last calendar year? 3,100.00
- 21. What was the average cost to receive and destroy surrendered vessels 31' or more in the past 3 calendar years? 3,100.00
- 21 a. What was the average cost to receive and destroy surrendered vessels 31' or more last calendar year? 4,500.00

Questions 22 - 30

22. Identify the last three SAVE grants awarded and the percentage of unspent funding that was left in each grant.

ONLY LIST CLOSED GRANTS

Name of SAVE grants awarded	Year Awarded	Amount Awarded	Percentage of funding left over
SAVE-18	2,018	170,000.00	23.00
SAVE-15	2,015	81,000.00	30.00

23. Identify the number of personnel currently working in the program with more than 2 years' experience managing the SAVE program. 0

24. What process/method/practice have you implemented in the last 24 months to reduce the cost of removal and destruction of abandoned or surrendered vessels? Wherever possible, City staff directly transports vessels to the local transfer station for demolition rather than hiring a contractor to remove, demolish and dispose of them.

Although the City currently doesn't have any staff that have more than 2 years' experience managing the SAVE Program, there is staff that has experience managing other state grants that have always been in compliance with the expenditure terms. City staff looks forward to working with State personnel to meet the terms of the SAVE21 grant and collaborating to remove vessels that pose a danger to the environment and local waterways.

25. Does your agency have additional funding sources (other than SAVE) for disposal of abandoned vessels in the event you run out of grant funding or are not awarded the full grant request? Yes No

If yes, list

26. Do you or a partner agency have abandoned vessel storage capabilities that can be used by your agency at no cost to SAVE? Yes No

27. Does your agency have access/ability to dispose of vessels at a local or neighboring landfill? Yes No

28. Number of current abandoned vessels in your jurisdiction ready to be destroyed? 17

How were these vessels identified? The City has been unsuccessful in contacting boat owners. These vessels have a high balance due on their berthing accounts.

29. Number of current surrendered vessels in your jurisdiction ready to be destroyed? 0

How were these vessels identified? The City has not received any vessels, however, we do anticipate that boats will be surrendered as we near the harbor's closure.

30. Did you collaborate with marinas in your jurisdiction to identify the existing abandoned or number of potential surrendered vessels listed in your budget? Yes No

If yes, list marinas.

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

Budget

List Identified Abandoned Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
CF8360EF	18	2,700.00
CF4959FG	18	2,700.00
CF2642FJ	26	3,900.00
DOC #1229407	50	10,000.00
CF6273TF	45	9,000.00
CF5904HG	34	6,800.00
DOC #1133807	64	12,800.00
CF4214GM	31	6,200.00
CF7164HD	36	7,200.00
CF9899ST	34	6,800.00
CF5558SJ	40	8,000.00
CF7602KF	40	8,000.00
CF4920GP	32	6,400.00
CF4649EA	28	4,200.00
CF3879GF	24	3,600.00
Total		98,300

List Identified Surrendered Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
Total		

Estimate Additional Abandoned Vessels	VESSEL LENGTH	ESTIMATED COST
CF5928CW	40	8,000.00
DOC #992104	44	8,800.00
Total		16,800.00

Justification: We believe these "Additional Vessels" listed above will likely be abandoned because they are in a state of disrepair and are accruing a high balance on the account. The City will initiate the lien process in the next 30-days.

Estimate Additional Surrendered Vessels	VESSEL LENGTH	ESTIMATED COST
DOC #1099490 / #1061789 / CF#4500KH / CF #6511YB	57 / 52 / 55 / 40	40,800.00
CF #1068FY / 4722GT / 3263UK	28 / 25 / 18	14,200.00
Total		55,000.00

Justification: As we move toward the the harbor's closure, additional vessels will be surrendered to the City. The vessels are not seaworthy, have not sailed out of the harbor in several years and may not be able to motor out to another marina. Before owners walk away, we will inform them of the resources available so that they surrender rather than abandon their boats.

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

TOTAL REQUEST	170,100
PLUS 10% MATCH	17,010
TOTAL PROJECT COST	187,110

1. Applicant Certification

Per Harbors and Navigation Code 525 (C) "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant." Matching fund may be rendered in cash, or through in-kind contributions which must be verified, and are at the discretion of DBW. These contributions may include (but are not limited to) the following: administrative costs, personnel hours, removal, and/or storage.

Grant monies WILL NOT be reimbursed by DBW unless 10% match for each reimbursement claim is met.

- a. Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.

- b. I certify that I am the person authorized to submit this application on behalf of the applicant.

Prepared by: Name: Liz Jimenez Date: 04/30/2021

Reviewed by: Name: Liz Jimenez Date: 04/30/2021

Approving Officer: Name: Liz Jimenez Date: 04/30/2021