

ATTACHMENT A

RESOLUTION NO. 2025- 69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ACCEPTING A GRANT FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS FOR THE SURRENDERED AND ABANDONED VESSEL EXCHANGE PROGRAM (SAVE)

WHEREAS, the City of Newport Beach ("City") is desirous of preserving and promoting uses that contribute to the charm and character of Newport Harbor;

WHEREAS, the City removes abandoned and surrendered vessels from Newport Harbor and the greater Southern California region pursuant to local, country, state and federal regulations;

WHEREAS, the Division of Boating and Waterways of the California Department of Parks and Recreation ("State") is authorized to distribute grants, through the Surrendered and Abandoned Vessel Exchange Program ("SAVE") to local public agencies that have jurisdiction over navigable waterways in California for the removal of abandoned and surrendered vessels;

WHEREAS, the City submitted a grant application seeking funds from SAVE for the City's vessel removal program in Newport Harbor;

WHEREAS, the State reviewed and approved the City's grant application and awarded One Hundred Thousand Dollars and 00/100 (\$100,000.00) for the City's removal of abandoned and surrendered vessels from Newport Harbor ("Grant"), subject to the terms and conditions of the grant agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in accordance with City Council Policy F-25 (Grant Administration), the City Council hereby intends to approve and accept the Grant.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby approves and accepts the Grant, made available through SAVE and administered by the State, subject to the terms and conditions of the grant agreement.

Section 2: The City Manager is hereby authorized to execute the grant agreement and any documents necessary for the City to secure payment of the Grant funds and effectuate the purposes for which the Grant was awarded.

Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 4: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

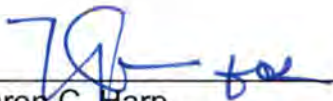
ADOPTED this 28th day of October, 2025.

Joe Stapleton
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment: Exhibit A- Grant Agreement

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

GRANTEE: City of Newport Beach
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-25)
GRANT AMOUNT: \$100,000.00
GRANT NUMBER: C25S0606
GRANT TERM: _____ through September 30, 2027

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".

Grantee: City of Newport Beach	Agency: Department of Parks and Recreation Division of Boating and Waterways
Address: 100 Civic Center Drive, Newport Beach, CA 92627	ATTN: Gina Disney Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Keren Dill
Title of Authorized Representative:	Title: Staff Services Manager II
Date:	Date:

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: _____

By: 
Aaron C. Harp, City Attorney
10-7-25
AC

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: City of Newport Beach

GRANT TITLE: FY 2025/26 Surrendered and Abandoned Vessel Exchange (SAVE)

GRANT AMOUNT: \$100,000.00

GRANT NUMBER: C25S0606

END DATE: September 30, 2027

AGREEMENT NO C25S0606	AMENDMENT NO	SUPPLIER ID 0000035109		PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$100,000.00	FUND DESCRIPTION Surrendered and Abandoned Vessel Exchange (SAVE-25)		AGENCY BILLING CODE NO 053709	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 04	STATUTE 2025	FISCAL YEAR 2025/26
BUSINESS UNIT 3790	PROGRAM 2855023	ACTIVITY CODE 69996		ACCOUNT 5432000 ALT ACCOUNT 5432000000

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
P.O. Box 942896, Floor 12
Sacramento CA 94296

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE)

FISCAL YEAR 2025/26

EXHIBIT A - PROJECT REPRESENTATIVES

The services shall be performed in the jurisdiction of: City of Newport Beach

State Agency: Division of Boating and Waterways	Grantee (Agency Name): City of Newport Beach
Name: Gina Disney	Grantee Representative*: Paul Blank
Title: Grants Program Manager	Title: Harbormaster
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 100 Civic Center Drive, Newport Beach, CA 92627
	Remit to Address:
Phone: (916) 902-8821	Phone: (949) 270-8159
Fax:	Fax:
Email: gina.disney@parks.ca.gov	Email: harbormaster@newportbeachca.gov

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EXHIBIT B - GRANT TERMS AND CONDITIONS

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT PROGRAM

1. PURPOSE OF THE PROGRAM:

- a. 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:

- (1) 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."

- (2) 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."

- (3) 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.

- b. 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.
- c. 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.
- d. 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 grant management and regional coordination one-day video or phone conference conducted by DBW during the term of this agreement.

4. **TIMELINESS**

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

5. **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.

6. **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.

7. **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. And shall seek every legally available method to have them pay for the removal and disposal of their abandoned vessel.

8. **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.

9. 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.

10. 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.

11. 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.

12. CONTRACTS WITH SERVICE PROVIDERS

All contracts/executed agreements with service providers for which grantee will request reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Upon request, grantee shall provide DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant.

13. 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). Upon request, grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s). Grantee's agreement number (C22SXXXX) must appear on the certificate of insurance.

14. 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.

15. 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.

16. 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.

17. 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.

18. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this

agreement.

19. 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.

20. 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.

21. 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.

22. 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. Any new insurance must still comply with the original terms of the grant and be provided to DBW upon request.

(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:

Title:

23. 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.

24. 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.

25. 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 objectives. 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). This in-kind contribution must be paid with local funding. State funds may not be used in any way - directly, indirectly, or as pass-through funds. 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:
 - (1) Activity date
 - (2) Vessel/issue name or description
 - (3) Personnel name

- (4) Description of SAVE program service provided
- (5) Number of hours provided by each person (may not exceed more than 8 hours per person per day.)
- (6) 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.

26 **BUDGET DETAIL AND PAYMENT PROVISIONS**

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

- (1) Rates charged by the Grantee's service providers, contractors, or subcontractors shall be pre-negotiated with the Grantee and documented in writing. 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:
 - (a) Raising of submerged vessels from shallow waters. Depth of water over obstruction at low water must be 15 feet or less; objects submerged more than 15 feet at low water are not eligible without prior DBW approval.
 - (b) Mast and/or rigging removal if vessel is in waters greater than 15 feet deep at low water.
 - (c) Vessel removal from accessible locations
 - (d) Hazardous materials (hazmat) removal and disposal
 - (e) Towing
 - (f) 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, 100% of the normal rate of charge to the public may be used to satisfy the 10% in kind match requirement, and fee schedule is required for verification.
 - (g) Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
 - (h) Public notice advertising
 - (i) Vessel appraisal
 - (j) Salvage and demolition
- (2) Rates charged by the Grantee's service providers, contractors, or subcontractors shall be pre-negotiated with the Grantee and documented in writing. 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:

- (a) Vessel and/or hazardous material removal and disposal
- (b) One tow to destruction site
- (c) Demolition
- (d) Raising of submerged surrendered vessels may only be reimbursed with DBW's advanced written approval
- (3) Other expenses may be considered with advance written approval from DBW.
- (4) Ineligible expenses include hand tools, consumables, grantee direct staffing, time and materials from subcontractors, etc. without prior written approval from DBW.

b. 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 in blue ink and submit with the following documents to DBW:

(1) 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

(2) 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) Copy of credit card statement 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.

(3) 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.

(4) Photos of vessels (Required)

- (a) **One photo** showing the vessel where it was abandoned and the CF or HIN number (if available). If the CF number is not visible/available, photo must show description used on claim form. Photos of surrendered vessels need to show the CF or HIN number, if available.

(5) For Surrendered Vessels ONLY:

DBW Vessel Release of Interest and Ownership must be completed in its

entirety and signed by the vessel owner(s) and the SAVE agency representative This 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, DMV registration form, or a DMV issued junk slip. Power of Attorney or DMV issued marina lien documents showing the marina has legal interest are also acceptable. Keep the originals and provide DBW with copies.

The Grantee must obtain a signed DBW Release of Interest form from all known interested parties prior to the removal, destruction, or disposal of any vessel funded under this Agreement. This includes, but is not limited to, any legal owner, registered owner, lienholder, or individual or entity with a documented financial or legal claim to the vessel, including those owing penalties or back taxes.

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.

- (6) DO NOT INCLUDE DOCUMENTATION THAT IS NOT REQUIRED such as incident reports, internal routing forms, accounting journals, etc.
- c. Submit one (1) hard copy and one (1) electronic copy of each reimbursement claim form and all supporting documentation to:

Division of Boating and Waterways

PO Box 942896, Floor 12

Sacramento, CA 94296

Attention: SAVE Unit

Email: gina.disney@parks.ca.gov

- d. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds provided under this agreement.
- e. Reimbursement requests and status updates shall be submitted at least quarterly, but not more frequently than monthly. If no reimbursable work has been completed, the Grantee shall submit a status update in lieu of a reimbursement request.
- f. All final requests for payment must be submitted to DBW no later than forty-five (45) days after the expiration date of the agreement. DBW will not reimburse request(s) received after November 14, 2027.

27. 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 adhere to 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 to offer an agreement amendment to Grantee to reflect

the reduced amount.

28. INDEMNIFICATION

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 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.

29. FUNDS ASSIST

The Funds Assist process enables grantees with unused funds to assist other participating SAVE agencies in need. For up to six (6) months prior to the expiration date of the grant, Funds Assistant is voluntary. Thereafter, at DBW's discretion, participation shall be mandatory for grantees with anticipated remaining balances. Failure to participate shall negatively affect grantee's score on future grant applications for a period of up to three (3) years.

The Funds Assist process works as follows:

- a. DBW will email all grantees to identify if funding will go unused or if all funding is needed. Grantee shall respond with a confirmation: all funds will be utilized, if all funds will go unutilized and how much, or if funds are needed and how much. DBW will prepare grant amendments to reduce or add funds to grantees as appropriate. Grantee shall execute amendments in a timely manner.
- b. If grant amendments are not possible, DBW may require collaboration and reimbursement between agencies. Specifics for this process will be discussed with participating agencies when needed.

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

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 or balance of a SAVE grant in order to increase their fee(s). Such service providers may be investigated for price gouging. If investigated, 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.

32. AQUATIC INVASIVE SPECIES

Grantees are required to ensure that they and all their sub-contractors take all necessary precautions to prevent the spread of aquatic invasive species when removing and transporting

vessels and other marine debris. At minimum, precautions will include draining all water and ensuring that material is dry prior to transporting from the water to a land-based location. Guidelines for preventing the spread of aquatic invasive species can be found at: dbw.parks.ca.gov/mussels.

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 Newport Beach		95-6000751
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of Orange	

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 lesser 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) City of Newport Beach	Federal ID Number 95-6000751
By (Authorized Signature)	Date
Printed Name and Title of Person Signing ,	

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) City of Newport Beach	Federal ID Number 95-6000751
By (Authorized Signature)	Date
Printed Name and Title of Person Signing ,	

General**1 Applicant Information**

- a. Applicant Name City of Newport Beach
- b. Organizational Unit
- c. Address 100 Civic Center Drive
- d. Address 2
- e. City Newport Beach State CA Zip 92627
- f. Federal ID Number 95-6000751 Unique Entity Id.
- g. Agency Type
- ☒ City ☐ County
- ☐ Federally or State Recognized Native American Tribe ☐ District

Goals and Objectives

Based on an agency's application, DBW will prioritize funding according to agencies demonstrating the greatest need, cost effective methods, and prevention strategies. Additionally, points are awarded for agencies that work with their local private marina owners in the prevention of abandoned vessels.

2 Project Information

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) Fiscal Year 2025/2026
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2025 End Date Sep-30-2027
- e. Amount of Funds Requested \$100,000.00 Project Cost \$110,000.00

3. Billing Address

If billing address is different than Applicant and/or Contact, please provide

- a. Billing Agency Name:
- Address:
- City: State: Zip:
- Phone:

3 Contacts**a. Authorized Representative**

Name	Paul Blank				
Title	Harbormaster				
Mailing Address	100 civic center dr				
City	newport beach	State	CA	Zip	92660
Telephone	(949) 270-8159			Fax	
E-mail Address	harbormaster@newportbeachca.gov				

b. Project Administrator

Name	Cynthia Shintaku				
Title	Administrative Liaison				
Mailing Address	1600 W Balboa Blvd				
City	Newport Beach	State	CA	Zip	92663
Telephone	(949) 270-8159			Fax	
E-mail Address	harbormaster@newportbeachca.gov				

1. Minimum Qualifications

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

If Yes, describe

Harbor Code Enforcement officers are out on the water daily. Their duties include monitoring Newport Harbor as a whole, including private slips and anchorage areas. Our Harbor Department staff coordinate with the Harbor Code Enforcement officers to identify vessels that may be a potential or existing problem in the harbor. Thorough education and information is provided to vessel owners to promptly bring vessels into compliance or utilize the Vessel Turn In Program (VTIP). Owners may be issued a "Notice of Violation," if they fail to bring vessels into compliance within a specified timeframe. Vessels that are abandoned or have no identifiable owners are processed for the Abandoned AWF. Vessel condition, safety and environmental concerns are taken into consideration when prioritizing enforcement and the use of SAVE funds for destruction. Vessels at risk of sinking or represent other hazardous conditions are placed in priority status for the VTIP program.

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. 45961_0_612_17.70 Enforcement.pdf
3. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or grant agreements within the past 3 years? ☐ Yes ☒ No

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).

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|--|--|--|---|
| ☐ 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 | ☐ State Assembly 12 |
| ☐ State Assembly 13 | ☐ State Assembly 14 | ☐ State Assembly 15 | ☐ State Assembly 16 |
| ☐ State Assembly 17 | ☐ State Assembly 18 | ☐ State Assembly 19 | ☐ State Assembly 20 |
| ☐ State Assembly 21 | ☐ State Assembly 22 | ☐ State Assembly 23 | ☐ State Assembly 24 |
| ☐ State Assembly 25 | ☐ State Assembly 26 | ☐ State Assembly 27 | ☐ State Assembly 28 |
| ☐ State Assembly 29 | ☐ State Assembly 30 | ☐ State Assembly 31 | ☐ State Assembly 32 |
| ☐ State Assembly 33 | ☐ State Assembly 34 | ☐ State Assembly 35 | ☐ State Assembly 36 |
| ☐ State Assembly 37 | ☐ State Assembly 38 | ☐ State Assembly 39 | ☐ State Assembly 40 |
| ☐ State Assembly 41 | ☐ State Assembly 42 | ☐ State Assembly 43 | ☐ State Assembly 44 |
| ☐ State Assembly 45 | ☐ State Assembly 46 | ☐ State Assembly 47 | ☐ State Assembly 48 |
| ☐ State Assembly 49 | ☐ State Assembly 50 | ☐ State Assembly 51 | ☐ State Assembly 52 |
| ☐ State Assembly 53 | ☐ State Assembly 54 | ☐ State Assembly 55 | ☐ State Assembly 56 |
| ☐ State Assembly 57 | ☐ State Assembly 58 | ☐ State Assembly 59 | ☐ State Assembly 60 |
| ☐ State Assembly 61 | ☐ State Assembly 62 | ☐ State Assembly 63 | ☐ State Assembly 64 |
| ☐ State Assembly 65 | ☐ State Assembly 66 | ☐ State Assembly 67 | ☐ State Assembly 68 |
| ☐ State Assembly 69 | ☐ State Assembly 70 | ☐ State Assembly 71 | ☒ State Assembly 72 |
| ☐ State Assembly 73 | ☐ State Assembly 74 | ☐ State Assembly 75 | ☐ State Assembly 76 |
| ☐ State Assembly 77 | ☐ 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

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

4. County

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

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

3. Jurisdictional Control

List all waterbodies that are in your jurisdictional control and fill in the chart for each - What are your Primary Responsibilities in your AOR - Objective 4: Existence of an Active Enforcement Program

Waterbody Name	Acres or square miles of this waterbody in your jurisdiction	What are the corporate limits of your agency's jurisdictional control in each waterbody?	List all other agencies who share jurisdictional control of 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?	Identify your primary responsibilities in this waterbody
Newport Harbor	800 Acres	The City has jurisdiction of the whole harbor. It is the lead agency in regards to code enforcement, unless there is an emergency, which becomes the Orange County Sheriff's jurisdiction.	Orange County Sheriff Department Harbor Patrol (Emergencies Only)	City of Newport Beach-Harbor Department	Several times a day, 7 days a week	Code Enforcement Patrol

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 the names and titles of staff assigned in their job duties to the removal of abandoned vessels and 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 surrendered vessels	Total hours per week
Harbormaster	5.00	5.00	10.00
Code Enforcement Supervisor	5.00	5.00	10.00
Code Enforcement Officer (3)	15.00	15.00	30.00
Administrative Coordinator	6.00	14.00	20.00

Objective 1: Prevention

5. Does your agency accept surrendered vessels? ☒ Yes ☐ No
6. How does your agency advertise this program component?

Publicity Efforts:

- ☒ Advertised on your website
☒ Agency newsletters
☐ PSAs, billboards
☒ Social media
☒ Distributing brochures
☒ Other
 [Email Campaigns]

Number of methods selected to actively promote self turn-in 5

Number of brochures distributed per year at:

# of Brochures	List names of Events
100	Monthly Harbor Commission Meetings
80	Community Meetings and Presentations

# of Brochures	List names of Marinas
20	Bayside Village Marina
20	Balboa Bay Club
20	Newport Dunes Waterfront
20	California Recreational Marina

# of Brochures	List names of Other Activities
1,200	Webpage visits
75	Brochures Available in Office

7. Did your agency have a plan to increase the number of surrendered vessels accepted over the last calendar year? If so, what was the plan and what were the results? Additionally, what plans does your agency have to increase the number of surrendered vessels you accept this year?

The Newport Beach City Council and Harbor Commission have an active interest in the condition of vessels in Newport Harbor. Staff regularly reports to the City Council and the Harbor Commission on the progress of remediating derelict vessels from the Harbor and those towed for disposal. Our Code Enforcement officers often recommends the VTIP to eligible candidates. In addition, the City has a web page, flyers, social media posts and email campaign for VTIP outreach. Most program participants contact staff directly, through existing advertising efforts, referrals from previous VTIP participants and the DBW SAVE Grant web page. In the coming year, the City would like to continue setting aside a portion of the SAVE Grant to specifically service VTIP vessels in Orange County and the surrounding counties.

In the 2021-2023 grant cycle, the City processed 26 surrendered vessels and 4 abandoned vessels. In our current 2023-2025 grant cycle, 26 surrendered vessels and 7 abandoned vessels have been processed. We are currently working on 2 additional surrendered vessels and continue to add interested applicants to our waitlist.

Newport Harbor is home to 1,200 moorings, 1,200 residential piers, dry storage and 60 marinas.

There is a need in Newport Harbor to assist with a deteriorating and aging boating community. Removing problematic vessels clears the mooring fields, marinas and docks, creating more open space for recreation and providing more availability for new boaters to store vessels in Newport Harbor. The City certainly works to remediate issues in Newport Harbor, but accepts vessels from the surrounding cities and counties. City staff understands that the grant funding should assist the boating community in the Southern California region, as a whole.

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

The City of Newport Beach has an ongoing waiting list of individuals who have reached out to the City with an interest in turning in their vessel. Neighboring agencies also refer constituents to us who may be qualified for this program. As the City makes its way down the waiting list of eligible vessels for the VTIP program, we send out email campaigns, social media blasts, notifications, and ads to local marina and boating groups to inform them and remind them of the VTIP program. Neighboring agencies frequently refer constituents, as they are aware that we are active in promoting the program and are efficient in the program process.

Below are some of the local boating groups that are notified of the VTIP program:

American Legion Yacht Club
Bahia Corinthian Yacht Club
Balboa Yacht Club
Lido Isle Yacht Club
Newport Beach Yacht Club
Newport Harbor Yacht Club
Newport Beach Yacht Club

9. Does your agency accept surrendered vessels from boaters outside its jurisdiction? ☒ Yes ☐ No

If so, how many surrendered vessels have you received in the last calendar year? 15

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

Number of methods selected to monitor abandoned vessel activity 7

11. Describe additional methodologies, if any, (besides participation in SAVE) your agency uses to prevent abandoned vessels within The City of Newport Beach Harbor Department staff works with the boating community to keep vessels seaworthy and operable. Harbor Department staff conducts patrols of the offshore

its jurisdiction?

mooring field, anchorage, public piers, private docks and marinas, actively inspecting vessel conditions. All vessels that anchor in our anchorages or rent moorings from us are required to pass a dye tab test, implemented by our staff annually. Additionally, mooring permittees must prove operability as a condition to obtain a permit.

All mooring permittees are required to submit proof of vessel insurance and registration. All short-term mooring renters and marina slip tenants are also required to demonstrate proof of insurance and registration.

Staff actively investigates reports of distressed vessels and when issues of concern are discovered, making contact with the owner on record. Annually, mooring live-aboard permittees are required to pass a vessel inspection conducted by our staff annually. The required vessel inspection demonstrates vessel operability and seaworthiness, and that the holding tank is in good working order and free of leaks.

The Newport Beach Harbor Commission has continuously supported staff in the identification and remediation of problem vessels.

Objective 2: Control

12. Describe methodologies, if any, your agency has implemented to control and **prevent abandoned vessels from entering its jurisdiction from other areas.**

The City of Newport Beach's Harbor Department staff works to identify problem vessels during their daily patrols and makes contact with vessel owners. Staff will determine whether the vessel can be brought into compliance and vessel owners are encouraged to work on their vessels.

Other vessels that are inoperable and not seaworthy are solicited for the VTIP program.

The City Harbor Department staff enforces Newport Beach Municipal Code Chapter 17, also known as the Harbor Code.

Since obtaining the SAVE Grant, the number of abandoned vessels have decreased due to this program. Staff encourages owners of derelict and neglected vessels to turn in their vessels, making the process as streamlined as possible for the vessel owners. However, there are instances when vessels are abandoned in the public anchorage, piers and mooring fields in Newport Beach or neighboring jurisdictions.

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

If yes, list agencies and describe collaboration.

In 2024, our department removed 15 surrendered vessels from our neighboring agencies. Vessels that were surrendered to us ranged from Coachella, Burbank to our neighboring cities in Orange County. A number of agencies from Los Angeles County, Riverside County and San Bernardino County have referred applicants to us. One of the main reason that we are able to assist our neighboring agencies is due to the program resources we have established. The City of Newport Beach has active contracts with our vendors that offer competitive pricing for vessel towing and destruction. Our program staff have also streamlined the SAVE grant process that effectively guides

our applicants from filling out program forms to getting their vessels removed by our selected vendors.

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

Newport Harbor is one of the largest small craft recreational harbors on the west coast. We welcome and service transient and local boaters alike. However, over the years, some boaters have found themselves financially unable to maintain their vessels, opting to turn in the vessel or simply letting the vessel become derelict and/or abandoned. Transient boaters frequently abandon vessels in Newport Harbor with the idea that the local agencies will remediate the blight. City of Newport Beach Harbor Department staff has extensive experience working with boaters as they request assistance turning in vessels. Due to the cost of hauling out and maintenance, some boaters resort to abandoning their vessels. In those cases, the City of Newport Beach takes action to relocate, investigate the case and ultimately destroy the vessel.

Objective 5: SNHAP

Per HNC 525, when evaluating an application DBW shall give greater weight to applicants who have an existing SNHAP.

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

If Yes, attach copy.

45985_0_150_17.70.30-.40.pdf

16. Summarize the detailed process in your SNHAP for the abatement of non-vessel related navigational hazards and commercial vessels.
- 17.70.030 Impound of Vessels or Structures.
- The Harbormaster may authorize the impound of a vessel or structure located in or over the waters of Newport Harbor or the Pacific Ocean under any of the following circumstances:
- A. Unless otherwise permitted under this title, the vessel or structure is attached to a mooring that is not the vessel or structure identified on the mooring permit.
 - B. An unpermitted vessel or structure is attached to a public mooring, dock, or slip.
 - C. A vessel or structure is in violation of the anchorage or berthing requirements of this title.
 - D. The vessel or structure is left unattended and is moored, docked, beached, or made fast to land in a position that obstructs the normal movement of traffic or in a condition that creates a hazard to other vessels using the waterway, to public safety, or to the property of another.
 - E. The vessel or structure interferes with, or otherwise poses a danger to, navigation or to the public health, safety, or welfare.
 - F. The vessel or structure poses a threat to adjacent wetlands, levees, sensitive habitat, any protected wildlife species, or water quality.
 - G. A vessel or structure is found or operated upon a waterway with a registration expiration date in excess of one year before the date on which it is found or operated on the waterway.
 - H. The vessel or mooring permittee does not have proper insurance or owes a debt to the City.
 - I. Federal or State law permits the City or any peace officer, lifeguard, or marine safety officer employed by the City to remove, and, if necessary, store a vessel removed from a public waterway.

17. Identify the SNHAP's 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

17.20.040 - All stray, unattended or abandoned vessels, timber or any other personal property found in the water or on the shore of Newport Harbor or the Pacific Ocean not in the lawful possession or control of some person, shall be immediately reported to the Harbormaster. Any such vessel or property shall be dealt with as provided in the appropriate provisions of Chapter 1.20 and 17.70, or Section 510 et seq. of the California Harbor and Navigation Code, as the same now read or may hereafter be amended. For purposes of this section, any vessel on the Pacific Ocean shall be deemed to be stray, unattended and abandoned if the vessel is unoccupied by a person during:

- A. Any nighttime hours (sunset to sunrise);
- B. Any time period when a small craft advisory or greater has been issued by the National Oceanic and Atmospheric Administration; or
- C. Daylight hours for more than three hours.

17.45.030 D - Refuse and Vessels on Shoreline. No person shall place or allow abandoned vessels or boats, materials, garbage, refuse, debris, litter, timber or other waste matter of any description to remain on or upon the shorelines of the Pacific Ocean or on the shorelines of Newport Harbor within the City. The City may remove the same with or without notice, and the cost thereof may be recovered from any person owning the same, or placing or causing it to be placed on the shoreline.

17.70.030 - Impound of Vessels or Structures: The Harbormaster may authorize the impound of a vessel or structure located in or over the waters of Newport Harbor or the Pacific Ocean under any of the following circumstances:

- A. Unless otherwise permitted under this title, the vessel or structure is attached to a mooring that is not the vessel or structure identified on the mooring permit.
- B. An permitted vessel or structure is attached to a public mooring, dock, or slip.
- C. A vessel or structure is in violation of the anchorage or berthing requirements of this title.
- D. The vessel or structure is left unattended and is moored, docked, beached, or made fast to land in a position that obstructs the normal movement of traffic or in a condition that creates a hazard to other vessels using the waterway, to public safety, or to the property of another.
- E. The vessel or structure interferes with, or otherwise poses a danger to, navigation or to the public, health, safety, or welfare.
- F. The vessel or structure poses a threat to adjacent wetlands, levees, sensitive habitat, any protected wildlife species, or water quality.
- G. A vessel or structure is found or operated upon a waterway with a registration expiration date in excess of one year before the date on which it is found or operated on the waterway.
- H. The vessel or mooring permittee does not have proper insurance or owes a debt to the City.
- I. Federal or State law permits the City or any peace officer, lifeguard, or marine safety officer employed by the City to remove, and, if necessary, store a vessel removed from a public waterway. The City may charge or bring action in the courts of this state to recover any costs pursuant to impounding a vessel or structure.

Additionally, the City partners with a coalition of Orange County based environmental groups to further clean-up and identify non-vessel related hazards in Newport Harbor. Over 300 scuba divers and above-water volunteers on small vessels spend the day checking on problem areas in the

harbor and collecting trash, plastics, and other discarded water pollutants. Objects that are too difficult to retrieve during the day are marked and the appropriate professionals are brought in to assist in the retrieval of the object. Last year, over 5,000 pounds of non-vessel related debris was removed from Newport Harbor.

Funding for the removal of the marine debris is part of the Harbor Department's annual operating budget.

Objective 3: Cost Effectiveness

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

If yes, provide the average cost to remove and destroy vessels in the chart below:

ABANDONED VESSELS		AVERAGE COST	
18.	Vessels Less Than 30'	\$1,500 or less	LAST CALENDAR YEAR
18a.	Vessels Less Than 30'	more than \$3,000	LAST 3 CALENDAR YEARS
19.	Vessels Greater Than 31'	more than \$5,000	LAST CALENDAR YEAR
19a.	Vessels Greater Than 31'	more than \$5,000	LAST 3 CALENDAR YEARS
SURRENDERED VESSELS			
20.	Vessels Less Than 30'	more than \$1,000	LAST CALENDAR YEAR
20a.	Vessels Less Than 30'	more than \$1,000	LAST 3 CALENDAR YEARS
21.	Vessels Greater Than 31'	more than \$2,000	LAST CALENDAR YEAR
21a.	Vessels Greater Than 31'	more than \$2,000	LAST 3 CALENDAR YEARS

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

ONLY LIST CLOSED GRANTS

Closed SAVE grants year awarded	Amount Awarded	Percentage of funding left over
2020	175,000.00	16
2021	175,000.00	3
2022	0.00	0

23. Identify the number of personnel currently working in the program with more than two years' experience managing the SAVE program. 3
24. What process/method/practice have you implemented in the last 24 months to reduce the grant program's cost of removing and destroying abandoned or surrendered vessels? Harbor Code Enforcement officers are out on the water daily. Their duties include monitoring Newport Harbor as a whole, including private slips and anchorage areas. Our Harbor Department staff coordinate with the Harbor Code Enforcement officers to identify vessels that may be a potential or existing problem in the harbor. Through education and information is provided to vessel owners to promptly bring vessels into compliance or utilize the Vessel Turn in Program (VTIP). Owners may be issued a Notice of Violation if they fail to bring vessels into compliance within a specified timeframe. Vessels that are abandoned or have no identifiable owners are processed for the Abandoned AWF. Vessel condition is taken into consideration when prioritizing enforcement and the use of SAVE funds for destruction. Vessels at risk of sinking or represent other hazardous conditions are placed in priority status for the VTIP program.
25. Does your agency have additional funding sources (other than SAVE) for removal and 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. Does your or a partner agency have 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. What is the number of abandoned vessels in your jurisdiction that will be ready for disposal during this grant period, if awarded? 10
How were these vessels identified? Abandoned vessels in our harbor are impounded due to several code violations, vessel owners are unreachable after our staff have made several attempts to contact the them.
29. What is the number of surrendered vessels in your jurisdiction that will be ready for disposal during this grant period, if awarded? 30
How were these vessels identified? Individuals contacted the City of Newport Beach through our staff providing education on the program, or through referral from neighboring agencies.

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

If yes, list marinas.

American Legion Post 291; Bahia Corinthian Yacht Club; Balboa Bay Club; Balboa Boat Yard; Balboa Yacht Club; Balboa Yacht Club Marina; Villa Cove Marina; 28th Street Marina; Antibes Marina; Lido Resort/Moana Marina; Lido Peninsula Yacht Anchorage; Newport Harbor Yacht Club; South Coast Shipyard; Valley Marina; Vikings Port Marina

Budget

List Identified Abandoned Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
Coast Guard Doc # 925952-Pescaholic	49	25,000.00
CF 4766 TF	41	20,000.00
CF 9964 SM	31	5,000.00
CF 0995 GV	25	2,000.00
Total		52,000

List Identified Surrendered Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
Coast Guard Doc # 568668	40	22,000.00
Coast Guard Doc# 277077	45	29,500.00
Coast Guard Doc #1047781	40	17,500.00
Coast Guard Doc #228270	45	29,500.00
Coast Guard Doc #626059	38	8,000.00
CF 3497 FB	20	2,000.00
Coast Guard Doc# 500764	28	3,500.00
Total		112,000.00

Estimate Future Abandoned Vessels	Total number of vessels	APPROXIMATE VESSEL LENGTH	ESTIMATED COST
Estimated about 10 vessels being abandoned in two years	10	20-50	58,000.00
Total	10		58,000.00

Justification: We are estimating processing 10 abandoned vessels ranging between 20'-50' in the program in the next two years.

Estimate Future Surrendered Vessels	Total number of vessels	APPROXIMATE VESSEL LENGTH	ESTIMATED COST
Estimating about 20-30 vessels to be surrendered over the two years	30	9-50	28,000.00
Total	30		28,000.00

Justification: With the current demand of the VTIP program, we anticipate processing 30 vessels in the next two years. We will continue offering this program service to our constituents along with assisting our neighboring agencies.

TOTAL GRANT	250,000
REQUEST PLUS 10%	25,000
AGENCY MATCH	25,000
TOTAL PROJECT COST	275,000

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: Cynthia Shintaku Date: 04/28/2025

Reviewed by: Name: Paul Blank Date: 04/28/2025

Approving Officer: Name: Paul Blank Date: 04/28/2025