

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH PACIFIC TOWING LLC DOING BUSINESS AS
TOWBOATUS NEWPORT BEACH FOR
VESSEL REMOVAL, STORAGE & DISPOSAL SERVICES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of this 14th day of April, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and PACIFIC TOWING LLC, a California limited liability company doing business as (“DBA”) TOWBOATUS NEWPORT BEACH (“Consultant”), whose address is 1100 SOUTH COAST HWY, SUITE 210, LAGUNA BEACH CA 92651, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide on-call vessel removal, storage, and disposal services for surrendered or abandoned vessels (“Project”).
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on April 14, 2029, unless terminated earlier as set forth herein. This Agreement shall automatically renew for up to two (2) additional one (1) year terms, upon the same terms and conditions set forth herein unless City provides written notice of its intent not to renew prior to the end of the active term. Notwithstanding the foregoing, the total term of this Agreement shall not exceed five (5) years.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Upon written request from the Project Administrator as defined herein,

Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

2.3 All Services shall be provided in accordance with the terms and conditions set forth in the State of California – Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways Grant Agreement, Surrendered and Abandoned Vessel Exchange (SAVE-25), Grant No. C25S0606, with an effective date of November 20, 2025, or any supplement or amendment thereto, as administered by the City ("Grant Agreement"). A copy of the Grant Agreement is incorporated herewith by reference and attached hereto as Exhibit D.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement for the initial term and all option terms, if any, including all reimbursable items and subconsultant fees, shall not exceed **Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated David LaMontagne to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City.

Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Harbor Department. City's Harbormaster or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant

under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Harbormaster
Harbor Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: David LaMontange
Pacific Towing LLC
1100 SOUTH COAST HWY SUITE 210
LAGUNA BEACH CA 92651

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: 3/25/26

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney
3.25.26
AF

By: _____
Lauren Kleiman
Mayor

ATTEST:
Date: _____

CONSULTANT: Pacific Towing LLC, a
California limited liability company
Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
David LaMontagne
Manager

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements
Exhibit D – Grant Agreement, Surrendered and Abandoned Vessel
Exchange (SAVE-25), Grant No. C25S0606

EXHIBIT A SCOPE OF SERVICES

SCOPE OF SERVICES

Objective:

Consultant shall provide on-call vessel removal, storage and disposal services, related to abandoned and/or surrendered vessels. These services shall support the City's Harbor Department in executing its Surrender and Abandoned Vessel Exchange grant agreement with California State Parks - Division of Boating and Waterways. Most vessels will be located within the City and/or the Orange County region up to the greater Southern California region.

Contractor shall possess the following:

- At least two (2) years of experience in the provision of vessel towing and destruction services.
- Have qualified personnel who have the prerequisite knowledge and experience.
- Shall provide all equipment necessary to complete the services including, but not limited to: boats, tow boats, towing lines, harnesses, dewatering pumps, boom, jump start equipment, fuel for delivery, radar, sonar, dive and SCUBA equipment and salvage air bags.
- Maintain a City of Newport Beach business license during the term of this Agreement.

Description:

Contractors shall provide services related to the removal and disposal of surrendered and abandoned vessels. Contractors shall be responsible for deploying and storing any vessels or equipment related to the delivery of these services.

Services requested by the City in the performance of the removal and/or disposal of vessels may include, but are not necessarily limited to:

- Raising of submerged vessels and/or hazardous marine debris;
- Vessel and/or hazardous marine debris removal from accessible locations;
- Hazardous materials (hazmat) removal and disposal;
- Towing; and
- Salvage and demolition.

All vessel removals and/or disposals of vessels shall be in accordance with the terms and conditions set forth in the Department of Parks and Recreation, Division of Boating and Waterways (DBW) Grant Agreement as administered by the City.

SCOPE OF SERVICES

Contractors shall comply with all local, state and federal laws and provisions in the proper removal and/or disposals of vessels. Contractors shall be responsible for ensuring that all rules and regulations pertaining to the salvage and demolition of all materials resulting from the Contractors' disposal of vessels (or hazardous marine debris) are followed.

Location of work to be performed shall be designated by the City and may vary with each service request.

PROJECT ADMINISTRATION

On-call contracts do not guarantee or imply any specific quantity of work over the proposed contract period. When the need for services arises, the City shall request in writing, the necessary services required in adequate detail. Contractor shall then provide a detailed letter proposal for services as requested by the City (hereinafter referred to as the "Letter Proposal"). This letter proposal shall provide the estimated time, rates and fees for the services requested.

Invoices to the City must include the following:

- Name and Address of the City of Newport Beach
- Contract and Invoice Number
- Detailed Description of the Services Performed
- Date the Services was Performed
- Location of Service
- Vessel Name, CF/USCG Number or HIN, whichever is applicable
- Description of Vessel

The City will assess the Letter Proposal to ensure that services and costs proposed are commensurate with those provided. No services shall be provided until the City has provided written acceptance of the Letter Proposal. Once authorized to proceed, the contractor shall diligently perform the duties listed in the approved Letter Proposal.

EXHIBIT B

SCHEDULE OF BILLING RATES

PRICING - ON-CALL VESSEL REMOVAL, STORAGE & DISPOSAL SERVICES	
VESSEL SIZE/TYPE	BILLING RATE (PER FOOT)
Vessels 10' - 25'	\$ 115.00 - 300.00
Vessels 26' - 34'	\$ 115.00 – 350.00
Vessels 35' and up	\$ 200.00 – 400.00
Vessels - Wood	\$ Same as Above
Vessels- Concrete	\$ TBD case by case basis
Vessels - Steel	\$ TBD case by case basis

The above is for yard and demolition costs. Please see attached rate sheet for on-water towing, pollution containment and related services.

Cost File Addendum

TowBoatUS/VESSEL ASSIST Newport

Service Rates

Effective January 1, 2026

<u>Services</u>	<u>Day Rates</u> (sunrise to sunset)	<u>Night Rates</u> (sunset to sunrise)
Salvage	\$ 320 / ft	\$ 370 / ft.
Towing (TowBoatUS Boat)	\$ 345 / hr.	\$ 390 / hr.
Small Craft Advisory	\$ 60 / hr. + boat hourly rate	
Diver	\$ 200 / hr. + boat hourly rate	\$ 300 / hr. + boat hourly rate
Soft Ungrounding	\$ 20 / ft. + hourly rate	
Minor pump-out/dewatering	\$ 20 / ft. + hourly rate	
Deckhand	\$ 60 / hr	\$ 70 / hr
Crane Barge*	\$ 520 / hr	
Pollution disposal fee	Actual fees paid	

Oil Spill Response Charges

Oil Boom Deploy/Retrieve -	\$1500 flat (up to 65' boat)
Oil Boom per day in excess of 24 hours -	\$ 2 / ft per day
Oil Boom Cleaning -	\$ 5 / ft.
Oil Sorb/Pad Deployment/Retrieval/Disposal -	\$ 60 / hour / crew

Salvage charges include diving services, airbag deployment and pumps to raise vessel/debris or remove a grounded boat. Price for towing includes; 1- Company owned boat and captain, and equipment already on board. Hourly rates are 1 hour minimum. Charges for assistance and towing are charged on an hourly basis for the entire time underway (portal to portal) beginning and ending in Newport Harbor. Per foot charges are calculated based on length overall (LOA). Soft Ungrounding and Pump-out fee is limited to 1-hour max service.

Demolition Fee Estimates

\$3,000 - \$4,500	Vessels up to 25'
\$4,500 - \$12,000	Vessels 26' to 34'
\$7,000 - \$35,000	Vessel 35' and greater

The demolition fee estimates are based upon previous demolition jobs and are noted only for reference as estimates. Many factors can change the fees primary of which is the disposal and quantity of pollutants or other hazardous materials, and the actual hull and superstructure materials.

*Denotes service provided by outside subcontractor. Crane Barge services by South Mooring Service. Demolition Services by South Coast Shipyard or Big Bay Marine. City is free to contract with subcontractors directly.

EXHIBIT C

INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Act (USL&H), the Jones Act, or under laws, regulations, or statutes applicable to maritime employees.
 - B. Marine General Liability Insurance. Contractor shall maintain marine general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate and four million dollars (\$4,000,000) completed operations aggregate. The policy shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, sudden and accidental pollution, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The policy shall have no waterborne exclusions.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.
 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

- D. Watercraft Liability. Contractor shall maintain watercraft liability insurance including Protection and Indemnity with minimum limits of three million dollars (\$3,000,000) each occurrence and in the aggregate, Jones Act for employees performing services under said Act, and Water Pollution Liability.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

- E. Pollution Liability covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of the Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than five million dollars (\$5,000,000) each loss and five million dollars (\$5,000,000) in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure, marine operations including but not limited to underwater epoxy wraps, coatings, sealants, and adhesives.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

- F. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against

City, its City Council, boards and commissions, officers, agents, volunteers, employees, and the State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement. Contractor shall require similar written express waivers and insurance clauses from each of its subcontractors.

- B. Additional Insured Status. All liability policies including marine general liability, products-completed operations, excess/umbrella liability, watercraft, pollution, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and the State of California, its officers, agents, employees and servants shall be included as additional insureds under such policies.
 - C. Primary and Non Contributory. Contractor's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to City, its City Council, boards and commissions, officers, agents, volunteers, employees, and the State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement. Any insurance or self-insurance maintained by City or State of California shall be excess of Contractor's insurance and shall not contribute with it.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage except Builders Risk Insurance, which shall contain an endorsement with said required notices.
 - E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, where applicable, in an amount not less than two million dollars (\$2,000,000) arising from their work on the project.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person

authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in Section Four, including required coverage types, limits, endorsements, and notice provisions. Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Exhibit A are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Contractor agrees not to self-insure or to use

any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.

- G. City Remedies for Non Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Contract, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Coverage not Limited. All insurance coverage and limits provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other agreement relating to City or its operations limits the application of such insurance coverage.
- J. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Work under this or any other Contract or agreement with City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.

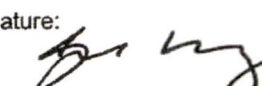
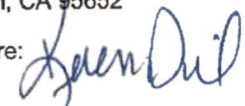
EXHIBIT D

**Grant Agreement, Surrendered and Abandoned Vessel
Exchange (SAVE-25), Grant No. C25S0606**

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

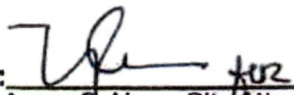
GRANTEE: City of Newport Beach
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-25)
GRANT AMOUNT: \$100,000.00
GRANT NUMBER: C25S0606
GRANT TERM: 11/20/2025 through September 30, 2027

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 Address: 100 Civic Center Drive, Newport Beach, CA 92627 Authorized Signature:  Printed Name: Grace Leung Title of Authorized Representative: city manager Date: 11/5/2025	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Gina Disney Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature:  Printed Name: Keren Dill Title: Staff Services Manager II Date: 11/20/2025
--	---

**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 : *BL*

Date: *11/5/2025*

Name: *Grace Leung*

Title: *City Manager*

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.)

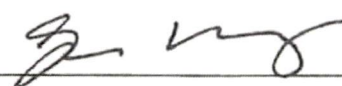
20. LOSS LEADER:

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) City of Newport Beach	Federal ID Number 95-6000751
By (Authorized Signature) 	
Printed Name and Title of Person Signing Grace Leung City Manager	
Date Executed 11/5/2025	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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. **DOMESTIC PARTNERS:**

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

8. **GENDER IDENTITY:**

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **CONFLICT OF INTEREST:**

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

Current State Employees (PCC 10410):

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

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

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

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:**

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

3. **AMERICANS WITH DISABILITIES ACT:**

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

4. **GRANTEE NAME CHANGE:**

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

6. **RESOLUTION:**

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

7. **AIR OR WATER POLLUTION VIOLATION:**

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

8. **PAYEE DATA RECORD FORM STD. 204:**

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

EXHIBIT E – DARFUR CONTRACTING ACT

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

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

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

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

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

EXHIBIT E – DARFUR CONTRACTING ACT

SAMPLE FORM

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

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

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

OPTION #1 - CERTIFICATION

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

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

Company/Vendor Name (Printed) 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.

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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).

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

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

4. **County**

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

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

3. Jurisdictional Control

List all waterbodies that are in your jurisdictional control and fill in the chart for each - 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 campaigned 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 comeptitive 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 authorized 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. A 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? 3
- 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? 10
- 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? 30
- 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