



# BOARD OF PORT COMMISSIONERS PORT OF REDWOOD CITY AGENDA

REGULAR MEETING  
WEDNESDAY, 8:00 AM  
SEPTEMBER 25, 2024

CHAIR: STAN MAUPIN  
VICE CHAIR: NANCY C. RADCLIFFE  
SECRETARY: MIKE CLAIRE  
COMMISSIONER: CHU CHANG  
COMMISSIONER: DANI GASPARINI

**\*\*\*HYBRID MEETING — IN-PERSON AND BY VIDEOCONFERENCE\*\*\***

The BOARD OF PORT COMMISSIONERS (BOARD) hereby provides notice that it will hold a regular meeting of the BOARD. This meeting of the Board will be held in the Port Administrative Offices (located at 675 Seaport Boulevard, Redwood City, California 94063), and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the Port Administrative Offices. The public is welcome to attend in person or alternatively via Zoom. PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL.

Members of the public may also access and observe the meeting by joining by video teleconference via Zoom at: <https://zoom.us/join> Meeting ID: 985 1201 8699 Password: 85917060  
Or use this link: <https://us06web.zoom.us/j/98512018699?pwd=dTc3a09SMWN5bDFQMFZMSDM4WVNSZz09>

To join by audio teleconference: Phone: (669) 900-6833 or (346) 248-7799 Meeting ID: 985 1201 8699  
The Port of Redwood City is not responsible for a member of the public's technical ability to participate in the meeting.

#### HOW TO PROVIDE PUBLIC COMMENTS BEFORE THE BOARD MEETING:

Members of the public may also submit public comments on items of public interest that are within the subject matter jurisdiction of the Board via email to [publiccomments@redwoodcityport.com](mailto:publiccomments@redwoodcityport.com). All public comments received by 7:45 AM on the date of the Board meeting will be read into the record with a time limit of three minutes per commenter unless otherwise indicated.

#### HOW TO PROVIDE PUBLIC COMMENTS DURING THE BOARD MEETING:

By video conference, use the "Raise Hand" feature to request to speak.  
By teleconference, press \*9 to "Raise Hand" (request to speak) and \*6 to unmute.

Members of the public in attendance at the meeting who wish to speak on a matter within the jurisdiction of the Board of Port Commissioners should complete a speaker's slip to be recognized by the Chair at the appropriate time. Public comment from video teleconference will be heard first.

#### AGENDA ITEM

- I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE
- II. PUBLIC COMMENT — The Chair of the Board will recognize members of the public to make public comments on items of public interest that are within the subject matter jurisdiction of the Board. Comments on non-agendized items will be taken during the Public Comment period. Comments pertaining to agendized items will be taken at the time the agenda item is considered. Public comments received via email as provided above will be read into the record with a time limit of three minutes per commenter. No action will be taken on any public comment on a matter not appearing on the Agenda as a separate item unless otherwise authorized by law.
- III. APPROVAL OF MINUTES — AUGUST 28, 2024
- IV. APPROVAL OF CLAIMS — SEPTEMBER 11, 2024  
**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**
- V. ORDINANCES — NONE

**VI. RESOLUTIONS**

- A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS; AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PORT AND THE DIVISION OF BOATING AND WATERWAYS (SURRENDERED AND ABANDONED VESSEL EXCHANGE)**
- B. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF ACCESS AND INDEMNITY AGREEMENT AND DIRECTING STAFF TO EXECUTE SAID AGREEMENT AND REQUISITE REGULATORY APPLICATIONS AS APPROPRIATE**

**CEQA: THE ACTION BEFORE THE BOARD FOR CONSIDERATION TODAY IS NOT SUBJECT TO THE CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378.**

**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**

**VII. MOTIONS — NONE**

**VIII. REPORTS/PRESENTATIONS — NONE**

**IX. EXECUTIVE DIRECTOR'S REPORT**

**X. MATTERS OF BOARD INTEREST**

**XI. CLOSED SESSION — NONE**

**XII. ADJOURNMENT — TO REGULAR MEETING OF OCTOBER 9, 2024**

**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**

**DOCUMENTS:** Public records that relate to an agenda item for an open session of a regular meeting of the Board of the Port Commissioners, which are released less than 72 hours prior to the meeting, are available to the public at the Port offices at 675 Seaport Boulevard, Redwood City, CA, 94063.

**ALTERNATIVE AGENDA FORMATS:** The Board of the Port Commissioners will provide public records in appropriate alternative formats upon request by any person with a disability consistent with the federal Americans with Disabilities Act of 1990 and disability related accommodation to enable participating in the public meeting consistent with federal Americans with Disabilities Act of 1990. Please send a written request to the Clerk of the Board at the Port of Redwood City, 675 Seaport Boulevard, Redwood City, CA, 94063, or via email at [info@redwoodcityport.com](mailto:info@redwoodcityport.com) and include address, phone number and brief description of the requested materials and preferred alternative format or auxiliary ad or service at least seven calendar days before the meeting.



**BOARD OF PORT COMMISSIONERS  
PORT OF REDWOOD CITY  
MINUTES  
REGULAR MEETING  
WEDNESDAY, 8:00 AM  
AUGUST 28, 2024**

**CHAIR: STAN MAUPIN  
VICE CHAIR: NANCY C. RADCLIFFE  
SECRETARY: MIKE CLAIRE  
COMMISSIONER: CHU CHANG  
COMMISSIONER: DANI GASPARINI**

**I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

The Board of Port Commissioners held its regular meeting in person at the Port Administrative Offices and via video/teleconference, pursuant to Government Code Section 54953(e). Members of the public participated in the meeting as well as remotely via the Zoom platform or in person at the Port Administrative Offices. Pursuant to the Ralph M. Brown Act, all votes were by roll call and the meeting was available to the public to attend and provide public comments via audio/video teleconference.

Chair Stan Maupin, presiding

Commissioners Present: Dani Gasparini, Chu Chang, Mike Claire, Nancy C. Radcliffe and Stan Maupin

Commissioners Absent: None

Port Executives Present: Executive Director, Kristine A. Zortman and Director of Finance and Administration, Rajesh Sewak

Chair Maupin called the meeting to order at 8:00 AM. Clerk of the Board Linda Alvarado conducted roll call and confirmed a meeting quorum with Commissioners Gasparini, Chang, Claire, Radcliffe and Maupin in attendance. Commissioner Claire led the Pledge of Allegiance.

**II. PUBLIC COMMENT**

Executive Director Zortman confirmed that there were no members of the public in attendance at the meeting who wished to make public comment on non-agendized items.

**III. APPROVAL OF MINUTES — JULY 24, 2024 AND AUGUST 14, 2024**

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. Chair Maupin recommended approval of the July 24, 2024 meeting minutes to be continued in order for staff to consult further. A motion to approve minutes dated August 14, 2024, was made by Commissioner Radcliffe and was seconded by Commissioner Claire. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**IV. APPROVAL OF CLAIMS — AUGUST 15, 2024**

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve claims dated August 15, 2024, was made by Commissioner Radcliffe and was seconded by Commissioner Gasparini. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**V. ORDINANCES — NONE**

**VI. RESOLUTIONS**

**A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY RECOGNIZING THE COMMISSIONERS BELOW IN THEIR SERVICE TO THE PORT OF REDWOOD CITY:**

**1. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY HONORING PORT COMMISSIONER RALPH A. GARCIA**

Chair Maupin presented Commissioner Garcia with a proclamation detailing his dedicated public service to the community and to the Port of Redwood City. Commissioner Garcia stated it was an honor to serve Redwood City in the various organizations that he had served. Commissioner Garcia stated meeting residents of the City of

Redwood City, watching the progression and dramatic improvements has been exciting. He concluded his remarks stating this Port unbelievably escalated since the arrival of Executive Director Zortman and that he is proud and thankful to have been part of the journey.

**2. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY HONORING PORT COMMISSIONER RICHARD (DICK) CLAIRE**

Chair Maupin presented Commissioner Claire with a proclamation detailing his dedicated public service to the community and to the Port of Redwood City. Commissioner Claire thanked Port staff for their hard work and for the leadership of the current Executive Director. Commissioner Claire stated it has been a pleasure to serve as a Port Commissioner, the Port has been close to him and his family. Commissioner Claire also stated It has been a wonderful journey; has enjoyed every minute of it. He concluded his remarks thanking staff for the remarkable job in making the Port what it is today.

**3. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY HONORING PORT COMMISSIONER LORIANNA KASTROP**

Chair Maupin presented Commissioner Kastrop with a proclamation detailing her dedicated public service to the community and to the Port of Redwood City. Commissioner Kastrop opened her remarks stating she will not repeat her remarks as she read them into record in late July and at the City of Redwood City, August 26, 2024, City Council meeting. She also stated the list read mentioned only some of her service and her other public services is not mentioned. She also stated she is pleased with her service as it was gratifying and rewarding. She also stated she was pleased to have landed on the Port Commission as it combined her love and joy of serving the public and combined her personal interest with maritime activities. She thanked everyone, especially Port staff for being a joy to work with. She congratulated Executive Director Zortman for everything that she has done and concluded her remarks stating she can't wait to see what is to come and thanked the current Commissioners.

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public in attendance at the meeting who wished to make public comment on this agenda item. Chair Maupin thanked Commissioners Garcia, Claire and Kastrop for laying the foundation and for their guidance. Commissioner Gasparini thanked the outgoing Port Commissioners for their dedicated service to the City of Redwood City. Commissioner Claire stated as a new Commissioner, he would like to honor and thank the outstanding work that Commissioners Garcia, Claire and Kastrop have accomplished. Commissioner Claire also thanked outgoing Commissioner Claire for the 44 amazing years of service to the Port and to the City of Redwood City. A motion to adopt the resolutions was made by Commissioner Radcliffe and was seconded by Commissioner Gasparini. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**B. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF SECOND AMENDMENT TO NON-EXCLUSIVE PERMIT TO USE SPACE (GOLDEN STATE BRIDGE, INC.)**

Executive Director Zortman stated this is a lease renewal at Wharf 5, an underutilized wharf. Executive Director stated Wharf 5 is unable to accommodate cargo and the current tenants are typically service providers. Executive Director Zortman stated Golden State Bridge (GSB) was awarded the San Mateo Bridge Contract by Caltrans and has been a tenant with the Port for numerous years, and they have been awarded the San Mateo Bridge Contract by Cal Trans. Executive Director Zortman stated GSB has been a wonderful service provider tenant for the numerous years. After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public in attendance at the meeting who wished to make public comment on this agenda item. A motion to adopt the resolution was made by Commissioner Claire and was seconded by Commissioner Chang. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**VII. MOTIONS — NONE**

**VIII. REPORTS/PRESENTATIONS — NONE**

**IX. EXECUTIVE DIRECTOR'S REPORT**

Executive Director cited a recent UPSP mailer from Congressman Mullin's office is circulating the local community, including a photo with Port staff and Port Commissioners receiving \$700,000 of appropriated funds from the federal budget for Community Project Funding (CPF, also known as an "earmark"). Executive Director Zortman thanked Congressman Mullin for his leadership and confidence in the Port. Executive Director Zortman announced the U.S. Army Corps of Engineers awarded the contract to dredge the Port's channel to Curtin Maritime (Curtin). On August 26, 2024 Executive Director and Chair Maupin attended the City of Redwood City Council Meeting where outgoing Commissioners Claire, Garcia, and Kastrop were recognized. Executive Director Zortman thanked the outgoing Commissioners for their mentorship, leadership and for the years they worked together. Executed Director Zortman stated it was an honor to serve with each one of the outgoing Commissioners. Executive Director Zortman stated staff is preparing for PortFest, taking place on October 5, 2024. Executive Director Zortman concluded with the ferry pilot to San Francisco has been a huge success and is slated to end on September 15, 2024.

**X. MATTERS OF BOARD INTEREST**

Chair Maupin stated the 101/84 project team is waiting for two federal grants to conclude, to ascertain the project's financial stack.

**XI. CLOSED SESSION — CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION —**

**A. SIGNIFICANT EXPOSURE TO LITIGATION SUBDIVISION (D) (4) OF SECTION 54956.9 OF THE GOVERNMENT CODE (ONE CASE)**

Chair Maupin convened the Board into a Closed Session at 8:25 AM for the above matter.

Chair Maupin reconvened the Board into Open Session at 8:52 AM, stating no reportable actions from Closed Session.

**XII. ADJOURNMENT — TO REGULAR MEETING OF SEPTEMBER 11, 2024**

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adjourn the meeting was made by Commissioner Claire and seconded by Commissioner Chang. The motion passed by a unanimous voice roll call vote of all Commissioners present. The meeting was adjourned by Chair Maupin at 8:53 AM to its next regularly scheduled meeting on September 11, 2024.



**BOARD OF PORT COMMISSIONERS  
PORT OF REDWOOD CITY**

**STAFF REPORT**

DATE: September 25, 2024  
ITEM NO: VI.A  
SUBMITTED BY: Connor Revay, Harbor Master and Assistant Operations Manager  
TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS; AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PORT AND THE DIVISION OF BOATING AND WATERWAYS (SURRENDERED AND ABANDONED VESSEL EXCHANGE)

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**RECOMMENDATION**

Staff recommends that the Board of Port Commissioners (Board) approve the resolution to accept award of grant in the amount of \$20,000 to the Port of Redwood City (Port) and obtain the reimbursement of costs incurred for the disposal of abandoned and derelict vessels.

**BACKGROUND**

Since January 2016 the Surrendered and Abandoned Vessel Exchange (SAVE) has been made available to local public agencies that have jurisdiction over navigable waterways in California. The SAVE grant provides reimbursement funds to local public agencies for the abatement, removal, storage and disposal of abandoned, wrecked, or dismantled recreational vessels, or any other partially submerged objects that pose a substantial hazard to navigation per Harbors and Navigation Code (HNC) Section 525. Commercial vessels are not covered under the SAVE program.

SAVE also provides a free alternative for boat owners to surrender unwanted recreational vessels to participating public local agencies. Per HNC Section 526.1, the public agency determines, in its sole discretion, whether it deems the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.

As in the past under this SAVE program, the Port may partner with the City of Redwood City to mutually assist one another. Owners will be required to provide proof of ownership of said vessel, sign over the title of their vessel, and complete a release of liability/interest form before the vessel can be accepted into the program. After receiving the vessel's required information, the Port would contact Redwood City Public Works and/or a marine salvage company to come and dispose of the vessel.

**ANALYSIS**

Earlier this year, the Port submitted a grant with a total grant amount request of \$38,500. As a public agency, the Port is required to provide 10% matching funds of the total grant amount. Total Grant Amount Awarded: \$20,000; Port Match: \$2,000. Total Project cost is \$22,000. The grant term is from the effective date of the grant agreement fully executed between the State of California Department of Parks & Recreation Division of Boating and Waterways and the Port of Redwood City, through September 30, 2026 (Attachment A).

The Port will continue this program until all allocated grant funds have been expended. Accepting this grant from the State of California will allow the Port to better assist local boaters in need of vessel disposal, thereby reducing the risk of vessels being abandoned in or around Redwood Creek Channel.

DATE: September 25, 2024

ITEM NO: VI.A

SUBJECT: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS; AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PORT AND THE DIVISION OF BOATING AND WATERWAYS (SURRENDERED AND ABANDONED VESSEL EXCHANGE)

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**ALTERNATIVES**

If not accepted then Port funds would need to be identified in order to sufficiently and safely deal with federal/state regulations to recover the vessel resulting in much greater costs.

Cost Recovery	N/A
Port 2020 Vision	Comports with 2020 Vision
Budget	These costs were estimated in the Board Approved Budget

**ENVIRONMENTAL REVIEW**

The action before the Board for consideration today is not subject to the CEQA review process pursuant to Resource Code, Section 21065 and Guidelines, Section 15378.



Staff



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Executive Director

**ATTACHMENTS**

- A. State of California Department of Parks and Recreation Division of Boating and Waterways SAVE Grant Agreement
- B. Resolution

**ATTACHMENT A**

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

**GRANTEE:** Port of Redwood City  
**GRANT TITLE:** SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-24)  
**GRANT AMOUNT:** \$20,000.00  
**GRANT NUMBER:** C24SO619  
**GRANT TERM:** \_\_\_\_\_ through September 30, 2026

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

<p>Grantee: Port of Redwood City</p> <p>Address: 675 Seaport Blvd., Redwood City, CA 94063</p> <p>Authorized Signature:</p> <p>Printed Name:</p> <p>Title of Authorized Representative:</p> <p>Date:</p>	<p>Agency: Department of Parks and Recreation Division of Boating and Waterways</p> <p>ATTN: Gina Disney</p> <p>Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652</p> <p>Authorized Signature:</p> <p>Printed Name: Keren Dill</p> <p>Title: Staff Services Manager II</p> <p>Date:</p>
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**ATTACHMENT A**

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

**GRANTEE:** Port of Redwood City  
**GRANT TITLE:** FY 2024/25 Surrendered and Abandoned Vessel Exchange (SAVE)  
**GRANT AMOUNT:** \$20,000.00  
**GRANT NUMBER:** C24SO619  
**END DATE:** September 30, 2026

AGREEMENT NO C24SO619	AMENDMENT NO	SUPPLIER ID 0000073199			PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$20,000.00	FUND DESCRIPTION Abandoned Watercraft Abatement Fund			AGENCY BILLING CODE NO 053709	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 22	STATUTE 2024	FISCAL YEAR 2024/25	
BUSINESS UNIT 3790	PROGRAM 2855023	ACTIVITY CODE 69995	ACCOUNT 5432000	ALT ACCOUNT 5432000000	

**ATTACHMENT A**

**STATE OF CALIFORNIA**

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

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**SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE)**

**FISCAL YEAR 2024/25**

**EXHIBIT A - PROJECT REPRESENTATIVES**

The services shall be performed in the jurisdiction of: Port of Redwood City

State Agency: Division of Boating and Waterways	Grantee (Agency Name): Port of Redwood City
Name: Gina Disney	Grantee Representative*: Connor Revay
Title: Grants Program Manager	Title: Harbormaster
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 675 Seaport Blvd., Redwood City, CA 94063
	Remit to Address:
Phone: (916) 902-8821	Phone: (650) 306-4158
Fax:	Fax:
Email: gina.disney@parks.ca.gov	Email: crevay@redwoodcityport.com

# ATTACHMENT A

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## ATTACHMENT A

### 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

## ATTACHMENT A

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. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

### **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.

## ATTACHMENT A

### **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,

## ATTACHMENT A

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 seek reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Grantee shall provide DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant. Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C24SXXXX) must appear on the certificate of insurance.

**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). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C24SXXXX) 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



## ATTACHMENT A

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

(2) Policy cancellation or termination & notice of non-renewal

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

## ATTACHMENT A

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

## ATTACHMENT A

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.

## ATTACHMENT A

d. **SELF INSURANCE**

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

e. **STATEMENT OF INSURANCE COVERAGE:**

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

**Approver initials :**

**Date:**

**Name:**

**Title:**

**23. TERMINATION**

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

**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

## ATTACHMENT A

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

- (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) 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) DBW will reimburse the following contract-negotiated rate expenditures

## ATTACHMENT A

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
- (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 (GPS if possible)
- (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:**

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DBW Vessel Release of Interest and Ownership form: to be completed entirely 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.

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](mailto: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 advanced and provided under this agreement.
- e. Reimbursement requests must be submitted at least quarterly, but not more frequently than monthly.
- f. All final requests for payment must be submitted to DBW no later than 45 days after the expiration date of the agreement. DBW is not obligated to make any payment on any reimbursement request(s) received or for any services completed after this date.

### **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

## ATTACHMENT A

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 has been developed by DBW as a method for grantees with excessive, unused funds to assist other participating SAVE agencies in need. Funds Assist is a voluntary action (by both agencies) until within six (6) months of the expiration date of the grant at which time it will become a required action of those agencies with remaining grant balances, at DBW's discretion.

The Funds Assist process works as follows:

- a. DBW will contact Grantees six (6) months prior to the conclusion of the grant term to request a status of grant funds being fully spent. Upon receipt of this request, the Grantee shall respond and confirm one of the following: (a) all funds will be fully utilized, (b) all funds will not be fully utilized, or (c) all funds have been fully utilized and additional funding could be used. If applicable, the Grantee's response must include an estimate of funding that will be unspent at the end of the grant term or the additional amount of funding that could be spent if available. Based on Grantee responses, DBW will prepare the necessary grant amendments and reallocate funds as appropriate. The Grantee shall execute any such amendments within the timeframe specified by DBW.
- 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**

SAVE grantees are required to report to DBW any written, suggested, or verbally implied cases whereby a contractor, subcontractor or other service provider increases their fee(s) due to the existence 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.



# ATTACHMENT A

## 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

## ATTACHMENT A

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.

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**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

## ATTACHMENT A

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).)

**ATTACHMENT A**

**EXHIBIT D**

**GRANTEE CERTIFICATION CLAUSES**

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

Grantee Agency Name (Printed)		Federal ID Number	
Port of Redwood City		94-6003427	
By (Authorized Signature)			
Printed Name and Title of Person Signing			
Date Executed		Executed in the County of	
		San Mateo	

**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.)

## ATTACHMENT A

**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](http://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).

## ATTACHMENT 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)

## ATTACHMENT A

**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.



## **ATTACHMENT A**

### **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.**

**ATTACHMENT A**

**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) Port of Redwood City	Federal ID Number 94-6003427
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) Port of Redwood City	Federal ID Number 94-6003427
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

**General**

**1 Applicant Information**

- a. Applicant Name Port of Redwood City
- b. Organizational Unit
- c. Address 675 Seaport Blvd.
- d. Address 2
- e. City Redwood City State CA Zip 94063
- f. Federal ID Number 94-6003427 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 2024/2025
- b. Is implementing agency same as Applicant  Yes  No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2026
- e. Amount of Funds Requested \$20,000.00 Project Cost \$22,000.00

**3. Billing Address**

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

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

**ATTACHMENT A**

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

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**3 Contacts**

a. Project Administrator

Name	Connor Revay				
Title	Harbormaster				
Mailing Address	675 Seaport Blvd				
City	Redwood City	State	CA	Zip	94063
Telephone	(650) 306-4158			Fax	
E-mail Address	crevay@redwoodcityport.com				

**1. Minimum Qualifications**

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

If Yes, describe

The Port maintains a close relationship with Redwood City Police department who is the the local law enforcement. The Port will contact the Police Department whenever an abandoned vessel is encountered for proper posting and notification to the owner of the abandoned vessel.

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.

[41293\\_0\\_303\\_Municipal Code authorizing Port of RWC.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](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

State Senate 13

**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](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

State Assembly 18       State Assembly 19       State Assembly 20       State Assembly 22  
 State Assembly 24

**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 14       Congressional District 15       Congressional District 17  
 Congressional District 18

**4. County**

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

Alameda       San Francisco       San Mateo

**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

<b>Waterbody Name</b>	<b>Acres or square miles of this waterbody in your jurisdiction</b>	<b>What are the corporate limits of your agency's jurisdictional control in each waterbody?</b>	<b>List all other agencies who share jurisdictional control of this waterbody.</b>	<b>Identify which agency has lead jurisdiction for removing abandoned vessels and accepting surrendered vessels in this waterbody.</b>	<b>How often does your agency monitor this area?</b>	<b>Identify your primary responsibilities in this waterbody</b>
Redwood Creek Channel	3 miles	3 miles	Redwood City Police Department	Port of Redwood City	Daily	Coordinate with first responders to ensure safe and clear passage ways for recreational and commercial
Sterringer Slough	3 miles	3 miles	Redwood City Police Department	Port of Redwood City	Daily	Coordinate with first responders to ensure safe and clear passage ways for recreational and commercial
Corkscrew Slough	2.5 miles	2.5 miles	Redwood City Police Department	Port of Redwood City	Daily	Coordinate with first responders to ensure safe and clear passage ways for recreational and commercial
Westpoint Slough	1.5 miles	1.5 miles	Redwood City Police Department	Port of Redwood City	Daily	Coordinate with first responders to ensure safe and clear passage

**ATTACHMENT A**

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

						ways for recreational and commercial
Smith Slough	1.5 miles	1.5 miles	Redwood City Police Department	Port of Redwood City	Daily	Coordinate with first responders to ensure safe and clear passage ways for recreational and commercial

**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
Connor Revay	3.00	5.00	8.00
Jorje Ganoza	2.00	2.00	4.00

**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

**Number of brochures distributed per year at:**

# of Brochures	List names of Events
100	Port Fest

# of Brochures	List names of Marinas
100	Redwood City Marina



# of Brochures	List names of Other Activities
25	Boat Owners

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?

Continue promoting the availability of the program through ongoing events and outreach to boaters.

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.)

At least 4 times a year through events and monthly through boater and Port interactive activities and social media.

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? 3

If not, identify why?

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

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

11. Describe additional methodologies, if any, (besides participation in SAVE) your agency uses to prevent abandoned vessels within its jurisdiction? Social media messaging. Contact list for participating agencies from Department of Boating and Waterways

**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. Social media messaging.

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

If yes, list agencies and describe collaboration.

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

Some boaters have been impacted financially from cost of living increases in the Bay Area. This has contributed to

those not having the means to upkeep the vessels. Further, these persons tend to move out of the area to ease their financial burden, leaving the vessels abandoned after they depart. Additionally, those that are financially capable but are physically incapable. This is generally due to age and health reasons causing boaters unable to maintain upkeep.

**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.

[41315\\_0\\_215\\_29351\\_0\\_437\\_Port of Redwood City - SNHAP.pdf](#)

16. Summarize the detailed process in your SNHAP for the abatement of non-vessel related navigational hazards and commercial vessels.
- The following applies to the Port's detailed process for the control and abatement of submerged, wrecked or abandoned vessels.
- A. The object meets the definition of marina debris and has no value or a value that does not exceed the cost of removal and disposal.
- B. If there is no discernable registration, hull identification number, or other identification insignia, a peace officer or authorized public employee securely attaches to the marine debris shall be removed by the public agency if not claimed or removed within 10 days.
- C. If there is a discernible reg registration, hull identification number or other identification insignia, a notice is attached to the marine debris as described in subparagraph (B), and sent to the owner of the marine debris, if known, at the owner's address of record with the Department of Motor Vehicles, by certified of first-class mail.
- D. the marine debris remains in place for 10 days from the date of attaching the notice to the marine debris.
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
- There is no process for this. We simply have the vessel taken out of the water and pay for the removal out of the Port general fund.

**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:

	<b>ABANDONED VESSELS</b>	<b>AVERAGE COST</b>	
18.	Vessels Less Than 30'	5,000.00	<b>LAST CALENDAR YEAR</b>
18a.	Vessels Less Than 30'	3,500.00	<b>LAST 3 CALENDAR YEARS</b>
19.	Vessels Greater Than 31'	6,500.00	<b>LAST CALENDAR YEAR</b>
19a.	Vessels Greater Than 31'	5,500.00	<b>LAST 3 CALENDAR YEARS</b>
	<b>SURRENDERED VESSELS</b>		
20.	Vessels Less Than 30'	5,000.00	<b>LAST CALENDAR YEAR</b>
20a.	Vessels Less Than 30'	3,500.00	<b>LAST 3 CALENDAR YEARS</b>
21.	Vessels Greater Than 31'	6,000.00	<b>LAST CALENDAR YEAR</b>
21a.	Vessels Greater Than 31'	55,000.00	<b>LAST 3 CALENDAR YEARS</b>

- 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
2021	38,500.00	21
2020	38,500.00	0
2019	38,500.00	0

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

- 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? Worked with different marine salvage organizations and recyclers to minimize cost

- 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? 0

How were these vessels identified? Abandoned vessels are usually discovered by the security guard and or staff monitoring marina status

- 29. What is the number of surrendered vessels in your jurisdiction that will be ready for disposal during this grant period, if awarded? 7

How were these vessels identified? Self-identified by the owner

- 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. Port of Redwood City Municipal Marina, Redwood Landing Marina, and Westpoint Harbor

**ATTACHMENT A**

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

**Budget**

List Identified Abandoned Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
<b>Total</b>		

List Identified Surrendered Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
Sail Boat	15	1,000.00
Power Boat	18	1,000.00
Power Boat	36	9,000.00
Power Boat	32	9,000.00
Power Boat	32	9,000.00
Sail Boat	24	8,500.00
Power Boat	16	1,000.00
<b>Total</b>		38,500.00

Estimate Future Abandoned Vessels	Total number of vessels	APPROXIMATE VESSEL LENGTH	ESTIMATED COST
<b>Total</b>			

Justification:

Estimate Future Surrendered Vessels	Total number of vessels	APPROXIMATE VESSEL LENGTH	ESTIMATED COST
<b>Total</b>			

Justification:

<b>TOTAL GRANT</b>	38,500
<b>REQUEST PLUS 10%</b>	3,850
<b>AGENCY MATCH</b>	3,850
<b>TOTAL PROJECT COST</b>	42,350

**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:	Connor Revay	Date:	04/30/2024
Reviewed by:	Name:	Connor Revay	Date:	04/30/2024
Approving Officer:	Name:	Connor Revay	Date:	04/30/2024

**ATTACHMENT B**

**RESOLUTION NO. P-**

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS; AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PORT AND THE DIVISION OF BOATING AND WATERWAYS**

**(Surrendered and Abandonment Vessel Exchange)**

**WHEREAS**, the Port of Redwood City (the "Port") obtained approval for funding of a grant (Grant No. C24SO619; the "Grant") from the State of California Department of Parks and Recreation, Division of Boating and Waterways ("DBW") pursuant to the Surrendered and Abandoned Vessel Exchange (SAVE); and

**WHEREAS**, the Grant will allow the Port to administer and dispose of surrendered and abandoned watercrafts; and

**WHEREAS**, the Grant is in the amount of \$20,000; and

**WHEREAS**, pursuant to the terms of the Grant, the Port is required to contribute ten percent of the amount of the Grant; and

**WHEREAS**, the Port has reviewed the Grant Agreement and Exhibits thereto (the "Contract"); and

**WHEREAS**, the Port desires to approve the Contract.

**NOW, THEREFORE;**

**BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AS FOLLOWS:**

The City of Redwood City, acting by and through its Board of Port Commissioners accepts the Grant in the amount of Twenty Thousand No/100 Dollars (\$20,000) from the State of California Department of Parks and Recreation, Division of Boating and Waterways and declares that the Port Executive Director, Kristine A. Zortman, is hereby authorized and directed to execute the Contract

**ATTACHMENT B**

and all necessary documents on behalf of the Port to obtain the release of said funds to the Port, to comply with the terms and conditions of the Grant and to administer and coordinate the removal of abandoned watercrafts.

Copies of the Port's application for the Grant, general description of Port's proposed project which is the subject of the application for the Grant, the Contract, and supporting documents, which fall within the category of public documents are on file with the Port Executive Director and this Board appoints the Port Executive Director, Kristine A. Zortman, to be the signatory of the Contract and Connor Revay as Port's designee for the purpose of all communications with the Division of Boating and Waterways.

\* \* \*

Regularly passed and adopted by the Board of Port Commissioners of the City of Redwood City, this 25th day of September 2024.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

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Chair Maupin, Board of Port Commissioners

ATTEST:

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Secretary Claire, Board of Port Commissioners





**BOARD OF PORT COMMISSIONERS  
PORT OF REDWOOD CITY**

**STAFF REPORT**

DATE: September 25, 2024  
ITEM NO: VI.B  
SUBMITTED BY: Trish Wagner, Business Development Manager  
TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF ACCESS AND INDEMNITY AGREEMENT AND DIRECTING STAFF TO EXECUTE SAID AGREEMENT AND REQUISITE REGULATORY APPLICATIONS AS APPROPRIATE

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**RECOMMENDATION**

Staff recommends that the Board of Port Commissioners (Board) enter into an Access and Indemnity Agreement (Agreement) with Sims Group USA Corporation, dba Sims Metal (Sims) to complete remediation work as required by the U.S. Environmental Protection Agency (USEPA).

**BACKGROUND**

Sims is a Port of Redwood City (Port) maritime tenant, whose business is focused on exporting recycled scrap metal. Once recycled through the shredding process, the scrap metal is loaded onto a cargo ship by a ship-loading conveyor at Wharf 3. Pursuant to an administrative order issued by the USEPA to Sims, Sims is required to access, for the purposes of remediation, Port owned land adjacent to Wharf 3 to perform the USEPA required sediment remediation project.

As the owner of the property, the Port requires Sims to enter into the Agreement to access and use the remediation work area to implement the Sediment Remediation Plan (SRP). As part of the Agreement, Sims will indemnify the Port releasing any and all liability for work performed in connection with the SRP.

The sediment remediation work will be managed by Sims's contractor, Terraphase Engineering, Inc. and the USEPA will oversee the SRP. As the landlord, the Port retains the right to hire a third-party contractor (TetraTech) to oversee the implementation and remediation work and to ensure that the work is conducted adequately to protect the Port's assets. Sims will reimburse the Port in accordance with the Cost Recovery Policy, to cover costs incurred by the Port and Port Consultant's involvement with the SRP. As a requirement, Sims will deposit \$100,000 into an interest-bearing escrow account, that the Port may draw upon to compensate for Sims monetary obligations under the Agreement should the Port need to perform any work. Sims will provide Port with a performance guarantee by Sims Group USA Holdings Corporation, guaranteeing completion of the SRP. It is anticipated that the remediation work will take one to two months, and that all in-water work must be completed during the regulatory environmental window.

The timeline below outlines the history between Sims and USEPA that concluded in the final agreed upon SRP.

December 2011	Sims received an administrative compliance order from USEPA with respect to storm water violations. The order required that Sims revise its Stormwater Pollution Prevention Plan (SWPPP), implement the revised plan, collect storm water samples and submit various reports within a specified schedule.
September 2014	Sims executed a Consent Decree with USEPA with respect to past violations of storm water requirements. The decree required Sims make a penalty payment and prepare and implement a Sediment Sampling and Analysis Plan (SSAP) to

DATE: September 25, 2024

ITEM NO: VI.B

SUBJECT: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF ACCESS AND INDEMNITY AGREEMENT AND DIRECTING STAFF TO EXECUTE SAID AGREEMENT AND REQUISITE REGULATORY APPLICATIONS AS APPROPRIATE

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	characterize the sediment within Redwood Creek in the vicinity of Sims conveyor. The decree also provided, in the event the SSAP indicated impacts attributable to the Sims facility, Sims would be required to submit for USEPA approval, a Sediment Remediation Plan (SRP) to remediate.
December 2015	The Consent Decree was entered by the Court.
2016	Sims paid the penalty and submitted the SSAP for USEPA approval, which was approved and implemented.
2017	Sims submitted a Sediment Investigation Report (SIR) presenting and updating the results of the implemented SSAP. The final USEPA-approved SIR identified localized areas that required remediation.
2018	Following approval of the SIR, USEPA requested that the facility submit a Sediment Remediation Plan (SRP) for USEPA approval, to remediate sediment within the investigation area that exceeded applicable standards. Sims and USEPA agreed to a remediation approach: limited hotspot removal in specified locations within 100 feet of either side of the ship-loading conveyor and encapsulation of areas of impact in the riprap.
2019	The final SRP, dated October 16, 2018 was approved by USEPA in a letter dated June 27, 2019. The SRP, requires Sims to install a sand cap for the riprap area and micro-dredging for the subtidal area. Sims prepared a Risk-Based Disposal Application pursuant to the requirement of the Toxic Substance Control Act (TSCA). TSCA regulations require the owner of the property where the remediation will be conducted to sign the application.
2020 - 2023	Sims prepared design documents in accordance with the SRP for review and approval by USEPA and Port.
2024	Port, as property owner, required Sims to finalize an Access and Indemnity Agreement to complete the SRP and execute the TSCA application.

#### ANALYSIS

The Agreement will allow Sims to complete the SRP whilst providing the Port with protection in the form of indemnity, performance guarantee, work oversight, and cost recovery.

Cost Recovery	Sims will reimburse Port to recover costs per Ordinance No. P-281
Port 2020 Vision	Not applicable
Budget	Agreement will not impact Port's Budget

#### ALTERNATIVES

The Board could choose to not approve the Access and Indemnity Agreement; however, the Port would impact Sims ability to comply with USEPA regulations, which obligation could then fall to the Port as the owner of the property.

DATE: September 25, 2024

ITEM NO: VI.B

SUBJECT: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF ACCESS AND INDEMNITY AGREEMENT AND DIRECTING STAFF TO EXECUTE SAID AGREEMENT AND REQUISITE REGULATORY APPLICATIONS AS APPROPRIATE

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**ENVIRONMENTAL REVIEW**

The action before the Board for consideration today is not subject to the CEQA review process pursuant to Guidelines, Section 15378 (a) and Pub. Res. Code, Section 21065.



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**Staff**



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**Executive Director**

**ATTACHMENTS**

- A. Remediation Work Area
- B. Access and Indemnity Agreement
- C. Resolution

**ATTACHMENT A**



## ATTACHMENT B

THIS ACCESS AND INDEMNITY AGREEMENT (this "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, for reference purposes, by and between the City of Redwood City, a municipal corporation of the State of California, acting by and through the Board of Port Commissioners of the City of Redwood City ("Landlord" or "Port"), and Sims Group USA Corporation, a Delaware corporation doing business as Sims Metal, ("Tenant"). Landlord and Tenant are sometimes individually referred to as "Party," and collectively referred to as "Parties." Any terms used in this Agreement as capitalized terms but not otherwise defined in the body of this Agreement will be as defined in that certain Lease Agreement between Landlord and Tenant, entitled "Lease Agreement – Sims Group USA Corporation, dba Sims Metal Management" and dated April 25, 2018 (the "Lease").

### WITNESSETH:

In consideration of (a) Landlord's consent for Tenant, its officers, directors, employees, consultants, contractors, subcontractors, agents, licensees, invitees, and visitors (each and all the "Tenant Parties") to engage in Sediment Remediation Work and access or otherwise use the Remediation Work Area, as shown in Exhibit "A" (attached hereto) for the Term of this Agreement in order to implement the Sediment Remediation Work, (b) Landlord's agreement, in its capacity as owner of the property (the "Property") described in Exhibit "B," (attached hereto), to sign Tenant's Application for USEPA Approval of Risk-Based Disposal, pursuant to the requirements of the Toxic Substances Control Act, and (c) the other mutual covenants, agreements, terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereby agree as follows:

1. Sediment Remediation Work Area. The sediment remediation work is as described in that certain Sediment Remediation Plan set out in Exhibit "A" (the "Sediment Remediation Work," and "Sediment Remediation Plan" (attached hereto), respectively). The areas where the Tenant shall engage in the Sediment Remediation Work are referred to herein as the "Remedial Action Areas," as set out in the Sediment Remediation Plan. The areas where the Tenant shall stage and operate certain materials and equipment, as part of the Sediment Remediation Work in accordance with the Sediment Remediation Plan, are referred to herein as the "Remediation Staging Areas," as set out in the Sediment Remediation Plan. The Remedial Action Areas and the Remediation Staging Areas collectively are referred to herein as the "Remediation Work Area."
2. Access; Term. In addition to what is otherwise provided for under the Lease, Landlord authorizes the Tenant Parties to enter the Remediation Work Area during the Term of this Agreement to conduct its Sediment Remediation Work in accordance with the Sediment Remediation Plan and this Agreement, whereby the term of this Agreement shall commence on the Effective Date and terminate on December 31, 2022, unless the Sediment Remediation Work is earlier completed in accordance with the Sediment Remediation Plan ("Term"). Landlord also authorizes the Tenant Parties to enter the Riprap Remedial Action Area (as shown in the Sediment Remediation Plan) subsequent to the Term in order to implement those continuing obligations related to maintenance and monitoring of Sediment Remediation Work in the Riprap Remedial Action Area.
3. General Indemnification. Tenant shall and will defend (by counsel selected by Landlord in its reasonable discretion), indemnify and save harmless Landlord, its Board members, the City, its Council and their respective commissioners, officers, agents and employees (collectively, "Indemnitees") from and against all claims, demands, losses, judgments, or liabilities, including reasonable attorneys', consultants' and expert fees and costs of suit, of any kind or nature (each a "Claim") (excluding those arising from the active negligence or willful misconduct of Landlord or any other Indemnitee) which

## ATTACHMENT B

Landlord, its Board members, commissioners, officers, agents, and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to or loss of use of property, as a result of or arising out of the implementation of the Sediment Remediation Work, to the extent caused in whole or in part by Tenant and/or any other Tenant Party, except for the active negligence or willful misconduct of Landlord or its other Indemnitees. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Agreement, including those continuing obligations related to maintenance and monitoring of Sediment Remediation Work in the Riprap Remedial Action Area as shown in the Sediment Remediation Plan. Notwithstanding the foregoing, neither Party shall be liable to the other for incidental, special or consequential damages as a result of or arising out of the implementation of the Sediment Remediation Work.

4. Specific Indemnification. To the fullest extent permitted by law, Tenant shall and will defend, indemnify, and save harmless Landlord and its Board members, the City, its Council and the other Indemnitees from and against any and all Claims (excluding those arising from active negligence or willful misconduct of Landlord or any other Indemnitee) as a result of or arising out of a violation of an Environmental Law or the presence of toxic or hazardous substances in the soil, surface waters, ground water, or soil vapor in, on, under and around the Remediation Work Area, to the extent caused, in whole or in part, by Tenant and/or any other Tenant Party as a result of implementation of the Sediment Remediation Work, except for the active negligence or willful misconduct of Landlord or its other Indemnitees. Without limiting the generality of the foregoing, the indemnification provided by this Section shall specifically cover reasonable costs incurred by Landlord in connection with any investigation of site conditions, or any clean-up, remedial, removal, or restoration work, required by any Federal, State, or local governmental agency or political subdivision arising from the presence of toxic or hazardous substances in the soil, surface waters, groundwater, or soil vapor in, on, under and around the Remediation Work Area caused in whole or in part by Tenant and/or any other Tenant Party as a result of implementation of the Sediment Remediation Work. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Agreement, including those continuing obligations related to maintenance and monitoring of Sediment Remediation Work in the Riprap Remedial Action Area as shown in the Sediment Remediation Plan. Notwithstanding the foregoing, neither Party shall be liable to the other for incidental, special or consequential damages as a result of or arising out of the implementation of the Sediment Remediation Work.
5. Lease Remains In Effect. Notwithstanding any provision herein to the contrary, this Agreement in no way shall amend or limit the scope or duration of the Lease, which remains in full force and effect and unmodified hereby, and all rights, responsibilities, and obligations set out in the Lease remain in full force and effect, whereby Tenant's obligations set out in the Lease include Tenant's obligations with respect to the Sediment Remediation Work.
6. Oversight Cost. Tenant agrees to comply in all aspects with the Port of Redwood City Cost Recovery Policy, as may be amended from time to time by the Board of Port Commissioners, in connection with the project described in this Agreement.
7. Escrow Account. Tenant shall place into an interest-bearing escrow account with the Port the sum of \$100,000 prior to the approval of this Agreement by the Board of Port Commissioners. Port may, from time to time, after written notice to Sims and providing Sims with invoices and other pertinent documentation supporting such withdrawal, withdraw funds from the escrow account to compensate Port for Sims's monetary obligations under this Agreement to the Port. Unused funds shall remain in

## ATTACHMENT B

the escrow account until such time that Port notifies Sims that Sims's monetary obligations to the Port have been satisfied or as otherwise determined by the Port Executive Director. The Funds cannot be used by Sims for any Sediment Remediation Work or for implementation of the Operations and Maintenance (O&M) Plan described in Section 8 below, or for any other purposes. Port shall engage a third-party consultant (qualified to do such review) at Sims costs and expenses to conduct a five-year review of the work that is the subject of the ongoing Operation and Maintenance obligation for the purpose of assessing the status and effectiveness of the work and the sufficiency of the escrowed funds. Sims shall pay Port within 20 business days after receipt of an invoice for the payment to the consultant. The parties agree that the amount of funds in the escrow account may be increased from time to time if needed based on the recommendation from the consultant following the five-year review and if directed by the Port Executive Director on behalf of the Board of Port Commissioners. (REV 06 26 24 FXS)

8. Post Remediation O&M. Following completion of the Sediment Remediation Work, Tenant shall develop an operations and maintenance ("O&M") plan for the Riprap Remedial Action Area ("O&M" Plan) which shall describe the program for long-term O&M of this area. Prior to approval of this Agreement, Tenant shall provide Landlord with a draft O&M Plan that sets forth, on a conceptual level, the activities that will be conducted pursuant to such plan. The Parties acknowledge that the final O&M Plan is subject to review and approval by the USEPA. Tenant shall provide Landlord with a copy of the final O&M Plan as approved by the USEPA.
9. Breakdown of O&M Costs. Prior to approval of this Agreement, Tenant shall provide Landlord with a breakdown of the estimated 30-year O&M cost for the Sediment Remediation Work, including the cost of maintenance, repair and monitoring of the riprap remedy, and thereafter shall revise the estimate if and when necessary to remain current.
10. Pre-Remediation Documentation. Tenant shall provide to the Landlord a copy of the Pre- Remediation Documentation (PRD) prepared to document the work to be performed, which Landlord would expect would show the dimensions of the staging area for equipment, dewatering, and treatment. Landlord would expect that elements of the PRD would include the items listed below.
  - Description of preparation of Staging Area
  - Description of grading, placement of gravel
  - Description of safety measures to prevent spillage and soil impacts from the Sediment Remediation Work
  - Installation of fencing around the perimeter of the staging area or elsewhere as needed
11. Guaranty. Prior to approval of this Agreement, Tenant shall provide Landlord with a written performance guarantee executed by Sims Group USA Holdings Corporation, guaranteeing completion of the Sediment Remediation Work in accordance with the Sediment Remediation Plan and implementation of the EPA-approved O&M Plan over the term of such plan ("O&M Period"). The performance guarantee shall inure to the sole benefit of Landlord and shall expire by its own terms upon completion of the Sediment Remediation Work in accordance with the Sediment Remediation Plan and expiration of the O&M Period. Landlord's right to enforce this guaranty shall arise upon Tenant's failure to timely implement the material requirements of the Sediment Remediation Work in accordance with the Sediment Remediation Plan, to the extent caused in whole or in part by material acts or omissions of Tenant and/or any other Tenant Party, except to the extent caused by either a force majeure condition or as a result of the active negligence or willful misconduct of Landlord or its other Indemnitees, but only after advanced written notice by Landlord to Tenant of such failure, describing in reasonable detail such failure and its materiality to the timely completion

## ATTACHMENT B

of the Sediment Remediation Work, and then only after providing Tenant with a reasonable opportunity, and Tenant's continued failure, to cure such failure.

12. Final Sediment Remediation Plan. Tenant shall provide a copy of the Final Sediment Remediation Plan ("FSRP") to Landlord prior to approval of this Agreement by Landlord. The FSRP shall include documentation evidencing USEPA approval of the FSRP. Tenant shall not commence any on-site Sediment Remediation Work until all required permits and approvals are obtained and copies provided to Landlord.
13. Schedule. It is acknowledged by the Parties that completion of the Sediment Remediation Work is expected to take approximately one to two months, and that all in-water work must be performed during the environmental window. No later than 30 days prior to the date Tenant expects to begin remediation work, Tenant shall provide Landlord with a schedule indicating the planned start date and anticipated completion date. Tenant understands and acknowledges that its work must be coordinated with Landlord's operations and the operations of other Port tenants, as necessary.
14. Project Summary. At least Ninety (90) days prior to the anticipated date (Landlord to notify Tenant of the anticipated date) of submittal of this Agreement to the Board of Port Commissioners for approval, Tenant shall provide Landlord with a brief project summary describing the remediation work to be undertaken by Tenant and environmental benefits.
15. Budget. At least Ninety (90) days prior to the anticipated date of submittal (Landlord to notify Tenant of the anticipated date) of this Agreement to the Board of Port Commissioners for approval, Tenant shall provide Landlord with an estimated budget that includes each major task comprising the Sediment Remediation Work and post-remediation O&M work.
16. Miscellaneous.
  - a. Governing Law. This Agreement and performance thereunder shall be governed and construed in accordance with the laws of the State of California without regard to conflicts of law principles. Each Party hereby consents that legal process in any action or proceeding with respect to the subject matter hereof may be served upon such Party by serving it by certified mail at such other address as such Party may designate in writing from time to time.
  - b. Notices. Any notice required to be given hereunder, or any notice required to be given by law shall be in writing and may be given by personal delivery or by mail, postage prepaid, along with notice by email, and addressed in the case of Tenant at the following:

Address of Tenant:

Sims Metal  
Attn: General Manager  
699 Seaport Blvd.  
Redwood City, CA 94063

With a courtesy copy to:

Sims Metal  
Operations Manager, West Region  
600 South 4<sup>th</sup> Street  
Richmond, CA 94804



## ATTACHMENT B

And a courtesy copy to:

Sims Metal  
General Counsel  
1 Linden Avenue East  
Jersey City, NJ 07305  
Email: scott.miller@simsmm.com

and in the case of Landlord, at the following:

Address of Landlord:  
Port Executive Director  
Port of Redwood City  
675 Seaport Boulevard  
Redwood City, CA 94063

- c. Power and Authority. Each person signing this Agreement warrants that he/she has the power and authority to sign this Agreement and bind the entity on whose behalf he/she signed this Agreement.
- d. Section Headings; Construction; Terminology. All section and subsection headings are for identification only and shall in no way be construed to limit or modify the provisions of this Agreement. In the event one or more provisions of this Agreement are found to be ambiguous by a court of law or an arbitrator, such provision will not be construed against any Party on the ground that the Party drafted the provision. The words "include," "includes," and "including," will, in all cases, be deemed to be followed by the phrase "without limitation," "but no limited to," or words of similar import. The words "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole, and not to any particular provision of this Agreement.
- e. Counterparts; Signatures. This Agreement may be executed in any number of counterparts and by facsimile or any electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all signatories, notwithstanding that all Parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic and facsimile signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic and facsimile signatures having the same legal effect as original signatures.
- f. Recitals; Exhibits. All statements made in any Recitals or the preamble set out hereinabove are incorporated into the Agreement with the same force and effect as if set out in the body of the agreement herein. The following Exhibits attached hereto are incorporated by reference as if fully set forth herein.
- g. Entire Agreement; Amendment; Binding Effect. Unless specifically provided for herein, this Agreement contains all the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, communications, representations, and warranties, both written and oral, with respect to such subject matter and has been induced by no representations, statements, or agreements other than those herein expressed. In the event of any inconsistency between the provisions of this Agreement and any other agreement between the Parties other than the Lease, this Agreement shall control to the extent that it pertains to the subject matter hereof. With respect to the Lease, the Lease shall control in any case.

**ATTACHMENT B**

- h. **Waiver.** No modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either Party, unless approved in writing by each of the Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- i. **Exhibits:** All exhibits referred to in this Agreement are hereby incorporated by this reference as if fully set forth herein.
- j. **Survival.** The continuing obligations of the Parties under this Agreement, and particularly those set forth regarding indemnification shall survive completion of the Sediment Remediation Work and this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

Landlord

Tenant

CITY OF REDWOOD CITY,  
a municipal corporation of the State of California,  
acting by and through its Board of Port  
Commissioners

Sims Group USA Corporation d/b/a Sims Metal, a  
Delaware corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Scott A. Miller

Chair Maupin, Board of Port Commissioners

Title: Secretary

Attest:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Secretary Claire, Board of Port Commissioners

## **ATTACHMENT C**

### **RESOLUTION NO. P-**

#### **RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING EXECUTION OF ACCESS AND INDEMNITY AGREEMENT AND DIRECTING STAFF TO EXECUTE SAID AGREEMENT AND REQUISITE REGULATORY APPLICATIONS AS APPROPRIATE**

(SIMS GROUP USA CORPORATION DBA SIMS METAL)

WHEREAS, in connection with sediment remediation work (the "Remediation" to be conducted at and adjacent to the premises occupied by Sims Group USA Corporation dba Sims Metal ("Sims Metal") at the port of Redwood City, a document entitled "Access and Indemnity" (the "Agreement") has been prepared; and

WHEREAS, the Agreement provides in part that the Port of Redwood City ("Port") authorizes Sims Metal access to certain areas of the Port adjacent to Wharf 3 to conduct the Remediation in accordance with a Sediment Remediation Plan and the Agreement and requires Sims Metal to indemnify and save the Port harmless in connection with the Remediation to be undertaken by Sims Metal; and

WHEREAS, the Agreement further provides that Sims Metal shall place into an interest-bearing escrow account with the Port a deposit prior to the approval of this Agreement by the Board of Port Commissioners and shall provide the Port with a written performance guarantee executed by Sims Group USA Holdings Corporation, guaranteeing completion of the Sediment Remediation Work in accordance with a Sediment Remediation Plan and implementation of the EPA-approved O&M Plan over the term of such plan ("O&M Period"); and

WHEREAS, the document entitled "Access and Indemnity Agreement" has been presented to, and reviewed by, this Board of Port Commissioners; and

WHEREAS, this Board of Port Commissioners desires to signify its approval thereof and authorize and direct the Port Executive Director to execute the Agreement and incidental documents related thereto on behalf of the Port.

**ATTACHMENT C**

NOW, THEREFORE;

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The document entitled, "Access and Indemnity Agreement" by and between the Port of Redwood City and Sims Group USA Corporation dba Sims Metal, a copy of which document is on file in the office of the Port Executive Director, is hereby approved.

2. The Port Executive Director is hereby authorized and directed to execute the Agreement and such other incidental documents related thereto on behalf of the Port that may be reasonably required for Sims Group USA Corporation dba Sims Metal to undertake and complete the Remediation, as approved by the Executive Director and the Port Attorney.

\* \* \* \* \*

Regularly passed and adopted by the Board of Port Commissioners of the City of Redwood City, this 25th day of September 2024.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

\_\_\_\_\_  
Chair Maupin, Board of Port Commissioners

ATTEST:

\_\_\_\_\_  
Secretary Claire, Board of Port Commissioners