

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: City of Redondo Beach

GRANT PERFORMANCE PERIOD is from: _____ through February 1, 2024.

GRANT AGREEMENT PERIOD is from: _____ through February 1, 2031.

PROJECT TITLE: Redondo Beach CVA Pumpout Installation (#1191) **GRANT NUMBER:** C8965468

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant of (\$143,880.92) identified in Exhibit B which is a part of the GRANT AGREEMENT consisting of: Exhibit A "Vessel Pumpout Facility Installation, Vessel Pumpout and Floating Restroom Operation and Maintenance Grant Agreement", pages 1-23. Exhibit B "City of Redondo Beach FY 2020/2021 CVA Pumpout Project Scope and Cost Estimate", page 1. Exhibit C "GTC 04/2017 General Terms and Conditions", pages 1-5, Exhibit D "CCC 04/2017 Contractor Certification Clauses" pages 1-4, and Exhibit E "California State Parks Division of Boating and Waterways Clean Vessel Act Grant Application", pages 1-31.

This Grant is funded by the U.S. Fish and Wildlife Sport Fish Restoration Program, administered by California Department of Parks and Recreation, Division of Boating and Waterways.

Total Federal FY20 award, F21AP00289 Coastal Clean Vessel Grant, to California is: \$1,057,500.00.

Grantee: City of Redondo Beach

Agency: Department of Parks and Recreation
Division of Boating and Waterways

Address: 415 Diamond Street
Redondo Beach, CA 90277

Address: PO Box 942896
Sacramento, CA 94296-0001

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

WILLIAM C. BRAND, MAYOR
(Printed Name and Title of Authorized Representative)

KEREN DILL, STAFF SERVICES MANAGER II
(Printed Name and Title of Authorized Representative)

Date _____

Date _____

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

GRANT C8965468	AMENDMENT NO	FISCAL SUPPLIER NO 0000011808		PROGRAM 2855015
AMOUNT ENCUMBERED BY THIS DOCUMENT \$143,880.92	FUND TITLE FEDERAL TRUST FUND (FY21AP00289)			AGENCY BILLING CODE NO 053709
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	GL / APPROP REF / FUND 3790-101-0890	CHAPTER 6	STATUTE (ENY) 2020	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$143,880.92	RPTG STRUCTURE 37900709	ACCOUNT / ALT ACCOUNT 5432000 5432000000	ACTIVITY 68706	PROJECT 379068800200

**VESSEL PUMPOUT FACILITY INSTALLATION,
VESSEL PUMPOUT AND FLOATING RESTROOM
OPERATION AND MAINTENANCE GRANT
AGREEMENT**

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 3

ARTICLE 2 - TERM OF AGREEMENT 4

ARTICLE 3 - GRANT 4

ARTICLE 4 - COMPLIANCE WITH LAW, REGULATION, AND POLICY 5

ARTICLE 5 - USER FEES (50 CFR 85.44) 4

ARTICLE 6 - PROJECT COMPLETION DATE 5

ARTICLE 7 - DISBURSEMENT OF GRANT 5

ARTICLE 8 - SPECIAL PROVISIONS 6

ARTICLE 9 - COST SHARING OR MATCHING (2 CFR 200.306) 9

ARTICLE 10 - CONSTRUCTION OF PROJECT 11

ARTICLE 11 - WAIVER OF RIGHTS 11

ARTICLE 12 - PROJECT REPRESENTATIVES 12

ARTICLE 13 - REMEDIES NOT EXCLUSIVE 12

ARTICLE 14 - OPINIONS AND DETERMINATIONS 12

ARTICLE 15 - ASSIGNMENT, SALE, OR TRANSFER 12

ARTICLE 16 - SUCCESSORS AND ASSIGNS OBLIGATED 12

ARTICLE 17 - TERMINATION 13

ARTICLE 18 - LIABILITY 13

ARTICLE 19 - WAIVERS 14

ARTICLE 20 - DISPUTE RESOLUTION 14

ARTICLE 21 - WAIVER OF THE STATUTE OF LIMITATIONS 15

ARTICLE 22 - NOTICES 15

ARTICLE 23 - PRIOR TERMINATION 15

ARTICLE 24 - AUDIT 15

ARTICLE 25 - IMPLEMENTATION OF PROJECT 15

ARTICLE 26 - COMPLIANCE WITH FEDERAL REQUIREMENTS..... 15

ARTICLE 27 - OUTSIDE SERVICES (NON-EXCLUSIVITY) 16

ARTICLE 28 - STATUS REPORTS 16

ARTICLE 29 - MEETINGS 16

ARTICLE 30 - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR
200.308)..... 16

ARTICLE 31 - TERMS AND CONDITIONS 17

ARTICLE 32 - MANDATORY DISCLOSURES 17

ARTICLE 33 - GRANTEE IDENTIFICATION NUMBER..... 17

ARTICLE 34 - REPORTABLE PAYMENT IDENTIFICATION AND
CLASSIFICATION 17

ARTICLE 35 - NATIONAL LABOR RELATIONS BOARD CERTIFICATION 18

ARTICLE 36 - INCORPORATION OF NONDISCRIMINATION CLAUSE..... 18

ARTICLE 37 - STATEMENT OF COMPLIANCE 18

ARTICLE 38 - NONDISCRIMINATION CLAUSE 18

ARTICLE 39 - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT
EMPLOYEE WHISTLEBLOWER PROTECTION 19

ARTICLE 40 - EQUAL OPPORTUNITY CLAUSE 19

ARTICLE 41 - SUPERSEDING GENERAL TERMS AND CONDITIONS 23

ARTICLE 1 - DEFINITIONS

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, signage, labor, design, material and construction costs which are necessarily incurred by the Grantee for the purpose of completing the Project and are covered by the Grant as eligible Grant activities; such Project Costs shall not include any expenses incurred prior to the start of the Grant Performance Period of this Agreement nor any expenses incurred for ineligible activities unless otherwise noted in the Project Scope and Cost Estimate (Exhibit B).
- B. DATE OF ACCEPTANCE, for Installation Agreements, means the date specified on the Project Completion Certification and which denotes the beginning of the seven (7) year portion of the grant term in accordance with Article 2 of this Exhibit.
- C. DEPARTMENT means the Department of Parks and Recreation, Division of Boating and Waterways.
- D. GRANT means the funds provided pursuant to Harbors and Navigation Code Section 72.75 and the Federal Clean Vessel Act of 1992 (50 CFR Part 85) to finance all or part of the Project Costs.
- E. GRANT AGREEMENT means the agreement to which these standard terms and conditions are appended.
- F. GRANTEE means the person or entity identified as the Grantee on the face page of the Agreement.
- G. GRANT PERFORMANCE PERIOD means the time during which the grantee may carry out the work authorized by the grant agreement.
- H. OPEN AND AVAILABLE TO THE PUBLIC means that all users (public and private) shall have the same full and reasonable access to the facilities for the purpose of sewage disposal.
- I. PROJECT means the Project Scope attached and made part of the Agreement as Exhibit B.
- J. PROJECT AREA means the area described in Exhibit B within which the Project will be undertaken.
- K. PROJECT COMPLETION CERTIFICATION, for Installation Agreements, means

a fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

ARTICLE 2 - TERM OF AGREEMENT

- A. For Installation projects, the term of this Agreement, subject to the provisions for prior termination, shall begin on the first date of the Grant Performance Period of the Agreement and shall continue for seven (7) years from the date that the Project is accepted by the Department.
- B. This Agreement may be extended, amended, or canceled upon written agreement of both the Department and the Grantee.

ARTICLE 3 - GRANT

- A. The Department hereby grants up to one hundred forty-three thousand, eight hundred eighty dollars and ninety two cents (\$143,880.92), to the Grantee, for installation of the pumpout facility at King Harbor in compliance with the regulations of the Clean Vessel Act (50 CFR Part 85).
- B. The Grant shall not exceed SEVENTY FIVE PERCENT (75%) of the allowable Project Costs. The Grantee shall contribute the remaining TWENTY FIVE PERCENT (25%).
- C. The Grant provides for reimbursement with Federal Funds [FED CATALOG 15.616].
- D. The Project work shall be in accordance with the approved Project Scope and Cost Estimate, attached as Exhibit B which is made part of this Grant Agreement.

ARTICLE 4 - COMPLIANCE WITH LAW, REGULATION, AND POLICY

- A. Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 85), Equal Opportunity (41 CFR 60-1.4(b)), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the

Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Updated regulations are available at the U. S. Fish and Wildlife website <http://www.fws.gov/grants/resources.html>.

ARTICLE 5 - USER FEES (50 CFR 85.44)

- A. The Grantee may not charge a fee for the use of any floating restroom facilities covered by this Grant.
- B. The Grantee may charge a fee for the use of the pumpout facility constructed, operated, or maintained with the Grant: however; those fees may only be used to defray operation and maintenance costs incurred from the operation of the vessel pumpout facility. The Grantee may not charge a total fee in excess of \$5.00 for the use of the pumpout facility constructed without prior written approval of the Department. The \$5.00 fee may be increased or decreased annually in accordance with percentage changes in the United States Bureau of Labor Statistics Consumer Price Index (CPI) using the CPI index for December 1993 (436.8) as the base for any adjustment. Fees shall be equal for all users. However, members and customers may prepay for pumpouts within a fee structure, so that a separate fee for pumpouts at the time of use would not be needed for those members and customers.

ARTICLE 6 - PROJECT COMPLETION DATE

For all Installation projects, the Grantee shall complete the vessel pumpout facility project as described in the Project Scope, Exhibit B and hereinafter referred to as "Project" no later than February 1, 2024.

ARTICLE 7 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee up to the maximum amount stated on the face page of the Agreement, however: No funds shall be disbursed for work performed prior to the start of the Grant Performance Period of this Agreement. The Department shall have no obligation to disburse any of the Grant to cover construction costs unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project. The Department shall have no

obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement.

Grant disbursements to cover Project Costs shall be made in arrears as follows:

- A. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests. When Grantee's staff completes work, Grantee shall submit clearly identified signed time sheets noting hours worked towards this project, direct pay rates, including benefits are required, for each installer to substantiate that the minimum match requirement has been met.
- B. Grant disbursement requests shall be submitted in hardcopy to the Department in a form satisfactory to the Department. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least monthly.
- C. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- D. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

ARTICLE 8 - SPECIAL PROVISIONS

- A. The pumpout facility constructed under this Grant shall be operated, maintained, and be open and available to the public for the full term of this Agreement.
 - 1. Operation of the pumpout facility shall be during normal business hours each day and availability shall not be hindered by locked enclosures, padlocks, pass keys, electronic keys, token systems, or other means.
 - 2. The pumpout facility constructed under this Agreement shall be equipped with an hour meter to record its usage.
- B. The floating restroom(s) operated and maintained under this grant shall be open and available to the public for the full term of this Agreement.

1. The floating restroom(s) shall not be moored, tied to, or located within or immediately adjacent to any marina. The intention of the floating restrooms is to provide sanitary facilities in locations that would not otherwise be available due to remote location, limited or no landside access, or rough topography.
- C. For vessel pumpout facility, the Grant recipient shall install signage that shall:
 1. Indicate the presence of a pumpout facility. (State supplied sign),
 2. Acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act. (State supplied sign),
 3. Provide appropriate information at the pumpout facility that indicates fees, restrictions, operation instructions, and a contact name and number if the facility is inoperable, and
 4. Provide notice on the pumpout facility that identifies the local city, county, local public health officer, or boating law enforcement officer responsible for enforcing the pumpout regulations in the local area.
- D. For floating restroom facility, the Grant recipient shall install signage that shall:
 1. Acknowledge that the facility was constructed with funds from the Clean Vessel Act. (State supplied sign)
- E. Operation and Maintenance of Project
 1. Because the Department has invested public funds in this facility, the Department has a vested interest in its success. The Grantee therefore shall ensure that the facilities are operated and maintained in a manner that will prevent discharge of any sewage to the waters of the State. The facilities shall be maintained in good working order, and they shall be regularly cleaned for the entire term of this Agreement.
 2. Facilities shall be subject to periodic die testing for the term of the grant agreement. This testing may be performed by representatives of DBW and/or marina staff. The purpose of the testing is to identify any previously undetected issues in the pumpout system and related plumbing to shoreline facilities so they can be addressed promptly as to prevent waterbody pollution and possible fines that may be imposed by

environmental agencies.

3. The Grantee shall be responsible for all costs of maintenance, management, control, and operation of the Project Area.
4. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the facilities to determine if the facility is being maintained according to the terms of this Agreement and the Maintenance Guidelines listed below.
5. The Grantee hereby authorizes the Department and its agents to periodically at all reasonable times enter the Project Area to inspect the grant funded improvements and publish the results as a part of its ongoing monitoring of California's sewage disposal network.
6. Failure by Grantee to maintain the facility according to this section is a breach of this Agreement and may subject the Grantee to Termination of this Agreement.
7. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area.
8. The Department and its agents may install upon the facilities equipment a monitoring device to record the operation and reliability of the Project under this Agreement.
9. The Grantee shall at a minimum maintain the facility in accordance with the Maintenance Guidelines below:
 - a) Vessel pumpout facilities shall be inspected daily for cleanliness, suction hose and nozzle conditions, discharge pipe condition, and general pump operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup and maintenance as required.
 - b) Floating restroom facilities shall be inspected weekly for cleanliness, and general operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup and maintenance as required.

- c) As recommended by the equipment manufacturer, perform preventative maintenance for all equipment according to the manufacturer's recommended schedule.
- 10. All Contracts issued by grantee for work related to this award shall comply with Federal requirements 2 CFR identified in section §§200.318 General procurement standards through 200.326 Contract provisions.
- F. Upon expiration of the Agreement, all improvements made by the Grantee shall become property of the Grantee.
- G. Grantee shall each year provide information about the use and reliability of the facilities in the form of a post-implementation evaluation report (PIER) provided by the Department and shall provide the results of the PIER to the Department no later than 30 days after receipt of the PIER.
- H. Notices required between the parties shall be deemed to have been given on the date they are mailed to the respective party's address herein, first-class postage fully prepaid thereon.

ARTICLE 9 - COST SHARING OR MATCHING (2 CFR 200.306)

- A. All shared costs, matching funds, and contributions, including cash and third-party in-kind contributions, shall meet all of the following criteria:
 - 1. Shall be clearly and specifically detailed in writing, and verified by Grantee,
 - 2. Shall not be included as contributions for any other Federal award,
 - 3. Shall be necessary and reasonable for accomplishment of Project or program objectives,
 - 4. Shall be allowable under Subpart E below,
 - 5. Shall not be paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for that program may be applied to matching or cost sharing requirements of other Federal programs,
 - 6. Shall be provided for in the approved budget when required by the Federal awarding agency, and

7. Shall conform to other provisions of this part, as applicable.
- B. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- C. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved Project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances, in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.
- D. When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable and otherwise allowable, and indirect costs at either the third-party organization's approved federally negotiated indirect cost rate or, a rate in accordance with §200.414. Indirect (F & A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.
- E. Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

- F. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- G. The value of loaned equipment must not exceed its fair rental value.
 - 1. For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.
 - 2. For Institutes of Higher Education, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

ARTICLE 10 - CONSTRUCTION OF PROJECT

- A. All contracts for the Project shall:
 - 1. Be awarded in accordance with all applicable laws and regulations, including but not limited to competitive bidding,
 - 2. Contain the following clause: "Representatives of the Department shall be allowed access to all parts of the construction work.",
 - 3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to the contract, and
 - 4. Contain a clause that requires the contractors to ensure the structural integrity and safety of the Project.
- B. Inspection reports and related inspection data shall at all reasonable times be accessible to the Department personnel, and all request for copies of such reports and data shall be provided to the Department by the Grantee.

ARTICLE 11 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with the Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

ARTICLE 12 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate, in writing, specific staff representatives for the purposes of communication between parties. Grantee's representative shall be confirmed by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

ARTICLE 13 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 14 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 15 - ASSIGNMENT, SALE, OR TRANSFER

- A. No assignment, sale, or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by Grantee shall be valid unless and until it is approved in writing by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- B. Grantee shall require, as a condition of assignment, sale or transfer of the property on which the Project is constructed, that the assignee, purchaser or transferee of the property assume, in writing, in such manner as shall be satisfactory to the Department, the obligations of this Agreement. Failure to comply with this provision shall constitute a default and shall be grounds for Department to terminate this Agreement.

ARTICLE 16 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and

assigns of the parties to this Agreement.

ARTICLE 17 - TERMINATION

A. TERMINATION FOR CONVENIENCE

1. The Department may terminate this Agreement at any time for the convenience of the State upon thirty (30) days prior written notice, delivered by certified mail or in person to Grantee. Upon notice of such termination, Grantee shall, within thirty (30) days, return by check payable to the Department all unexpended Grant funds not previously approved for expenditure by the Department.
2. Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Department, provided, however, that upon any such termination of the Agreement Grantee shall, within thirty (30) days of such termination, reimburse by check payable to the Department all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

B. TERMINATION FOR DEFAULT

The Department may at any time upon ninety (90) days prior written notice of default, and, when applicable, after having afforded Grantee an opportunity to cure any breach pursuant to Article 13 of this Exhibit, terminate this Agreement if the Grantee has failed to abide by any applicable provision of this Agreement. In such case, Grantee shall, within ninety (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

ARTICLE 18 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, 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, entity 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, entity or corporation who may be injured or damaged in the performance of this Agreement or by any aspect of the Project during the term of this Agreement.

- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses, and attorney's fees.

ARTICLE 19 - WAIVERS

No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power, or privilege, nor shall any written waiver on the part of any party of any right, power or privilege under this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

ARTICLE 20 - DISPUTE RESOLUTION

Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Grantee and Department representatives normally responsible for the administration of this Agreement shall be brought to the attention of the Deputy Director of the Division of Boating and Waterways or the Deputy Director's designee. At the request of either party, the Department shall

provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement in a court of competent jurisdiction.

ARTICLE 21 - WAIVER OF THE STATUTE OF LIMITATIONS

Grantee waives the benefit of any statute of limitations affecting its liability under this Agreement or the enforcement of this Agreement to the extent permitted by law.

ARTICLE 22 - NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses listed in this Agreement, first class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE 23 - PRIOR TERMINATION

The Agreement shall terminate on the date specified in Article 6 of this Agreement if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement or (2) if the Department has disbursed no part of the Grant funds.

ARTICLE 24 - AUDIT

In addition to the audit requirements specified in other sections of this Agreement, Grantee understands and agrees that, as a recipient of Federal Funds, it must comply with all applicable audit requirements imposed by federal law, regulations or policy, including but not limited to the Single Audit Act and the reporting requirements set forth in 2CFR200, Subpart F.

ARTICLE 25 - IMPLEMENTATION OF PROJECT

All contracts for the Project shall be awarded in accordance with all applicable laws and regulations.

ARTICLE 26 - COMPLIANCE WITH FEDERAL REQUIREMENTS

Grantee shall comply with all applicable Federal laws, regulations, and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other

administrative guidelines, and are incorporated herein by this reference as if fully set forth.

ARTICLE 27 - OUTSIDE SERVICES (NON-EXCLUSIVITY)

DBW shall, at its sole discretion, have the right to obtain services relating to the subject and objectives of this Agreement outside the terms of this Agreement.

ARTICLE 28 - STATUS REPORTS

- A. Brief, monthly status reports shall be submitted by the Grantee describing work carried out during the previous month and discussing progress toward the objective of the Project. Discussion of any problems, delays or other difficulties encountered in the Project progress shall also be included in the status reports.
- B. Status reports shall be submitted by email or letter as closely as possible to the first working day of each calendar month.

ARTICLE 29 - MEETINGS

Upon the request of DBW, the Grantee shall participate in joint meetings with representatives of DBW to review the Project status. These meetings shall be held at the Grantee's premises or in Sacramento at DBW headquarters at the discretion of the DBW Project Representative.

ARTICLE 30 - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308)

- A. The approved budget for the Federal award summarizes the financial aspects of the Project or program as approved during the Federal Award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.
- B. Recipients are required to report deviations from budget or Project Scope or objective and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- C. Grantees must request prior written approval from DBW for any of the following deviations of the proposed workplan; as described in attached Exhibit B.

1. Change in the scope or the objective of the Project (even if there is no associated budget revision requiring prior written approval).
2. Change in a key person specified in the application.
3. The disengagement from the Project for more than three months, or a 25 percent reduction in time devoted to the Project.
4. The transfer of funds budgeted for tasks defined in the workplan budget.
5. Changes in the approved cost sharing or matching provided by the Grantee.
6. Need arises for additional funds to complete the Project.

ARTICLE 31 - TERMS AND CONDITIONS

This Agreement is subject to the terms and conditions in this Agreement and in Exhibits A, B, C, D and E of this Agreement.

ARTICLE 32 - MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

ARTICLE 33 - GRANTEE IDENTIFICATION NUMBER

Each Grantee who enters into an Agreement with the State of California must provide their Federal Employee Identification Number (FEIN), or Social Security Number (SSN), whichever is applicable.

ARTICLE 34 - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION

Grantee shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the "Vendor Data Record" Std. 204. By signing this Agreement, Grantee understands and agrees that if Grantee does not fully complete the "Vendor Data Record" the State shall reduce the total Grant amount by twenty-one percent (21%) for federal backup withholding, and seven percent (7%) for state income tax withholding.

ARTICLE 35 - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the Grantee affirms under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Grantee or any of its contractors within the immediately preceding two year period because of Grantee's failure to comply with an order of a federal court which ordered the Grantee to comply with an order of the National Labor Relations Board (California Public Contract Code §10296).

ARTICLE 36 - INCORPORATION OF NONDISCRIMINATION CLAUSE

The Grantee shall include the nondiscrimination clause and its compliance provisions into all contracts and subcontracts to perform work under this Agreement.

ARTICLE 37 - STATEMENT OF COMPLIANCE

By signing this Agreement, the Grantee certifies under penalty of perjury under the laws of the State of California, unless specifically exempted, that it has complied with California Government Code §12990 and the California Code of Regulations, Title 2, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program.

ARTICLE 38 - NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, the Grantee and all of its contractors and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including, but not limited to HIV and AIDS), cancer related medical condition, age, or marital status. Grantee and all of its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee and all of its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The

applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as if set forth in full. Grantee and all of its contractors and subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 39 - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award and related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- C. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

ARTICLE 40 - EQUAL OPPORTUNITY CLAUSE
Federally assisted construction Grants.

The applicant (Grantee) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a Grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such Grant, contract, loan, insurance, or guarantee, the following equal opportunity clauses:

- 1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation,

gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Granting officer setting forth the provisions of this nondiscrimination clause.

2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Granting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant or with any of such rules, regulations, or orders, this Grant may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Grantee will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Grantee will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.
 - A. The applicant (Grantee) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant (Grantee) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Grant.
 - B. The applicant (Grantee) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency (Department) in the discharge of the agency's primary responsibility for securing compliance.

- C. The applicant (Grantee) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction Grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant (Grantee) agrees that if it fails or refuses to comply with these undertakings, the administering agency (Department) may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant (Grantee) under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant (Grantee); and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each of Grantee's nonexempt prime contractors or subcontractors shall include the equal opportunity clause in each of its nonexempt subcontracts.

- A. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

- B. *Other incorporation*, The equal opportunity clause shall be considered to be a part of every one of Grantee's contracts and subcontracts and all such contracts and subcontracts shall be deemed to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

ARTICLE 41 - SUPERSEDING GENERAL TERMS AND CONDITIONS

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as specified in Article 7 of this Agreement.
- C. Paragraph 5 in Exhibit C is replaced by Article 18 of this Exhibit.

City of Redondo Beach CVA Pumpout Grant
Project Scope and Cost Estimate

Site Details: City of Redondo Beach operates King Harbor Marina located at 280 Marina Way, Redondo Beach on the Pacific Ocean in Los Angeles County California. The facility has 1,400 slips and 25 moorings with a 95% occupancy rate which includes 200 liveaboards. Approximately 200 transient vessels use the pumpouts each month; this is estimated to increase to 400 after the new pumpout installations are completed. The City is currently constructing a new 100-foot pumpout dock using, in part, federal Boating Infrastructure Grant (BIG) funding. The new dock will accommodate these two new pumpouts. The pumpouts will be publicly accessible 24 hours per day and connected to a public wastewater collection system.

Current Status: The public pumpouts are currently located on two separate docks; one on a 50-foot dock outside the bulkhead near the City Harbor Patrol facility and the other on a 45-foot finger attached to the City Harbor Patrol dock. Both pumpouts are aged and due for replacement.

Permits: The City has obtained necessary permits but permits require post-construction eel grass and Caulerpa surveys which will be included in the total project cost for this grant.

Pumpout Fees: The City does not charge for use of the pumpouts.

Cost sharing, proration for ineligible use and minimum required match: The Moffatt and Nichol cost estimate incorporated in Exhibit E page 29, indicates the total project costs for mobilization/demobilization/demolition, electrical, water, and signage are split 50% between the CVA grant and the City. The City is funding those costs as partial match to the BIG grant. The remaining 50% of these costs is attributed to this CVA pumpout grant, however, the City estimates that 5% of pumpout users will be non-recreational vessels and therefore, the total CVA project cost is further prorated by 5% to account for ineligible use. Minimum required matching funds is 25% of the total eligible project cost (total project cost less proration).

Project Scope: This grant will fund the purchase of two new pumpouts; labor for sewer installation and connection; associated electrical installation; associated water connections; signage; and species surveys.

Cost Estimate	
Description	Estimate
Pumpouts - (2 units)	\$46,315.79
Mobilization/Demobilization/Demolition	\$62,949.50
Electrical, Sewer and Water	\$85,108.50
Species Surveys	\$4,736.84
Signage	\$2,827.50
Total Project Costs	\$201,938.13
Less Proration - 5%	\$10,096.91
Eligible Total Project Cost	\$191,841.22
Less required match (25% of Eligible Total Project Cost)	\$47,960.31
Total Maximum Grant:	\$143,880.92

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

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. Contractor may not commence performance until such approval has been obtained.
2. 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.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor 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. Contractor 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. Contractor 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, Contractor 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).
5. INDEMNIFICATION: Contractor 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 Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor 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, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §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. Contractor 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. Contractor 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.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR 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 Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor 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 contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, 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 Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract 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 Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract 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 contract 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).)

CCC 04/2017

CERTIFICATION

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.

<i>GRANTEE/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** GRANTEE has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** GRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and GRANTEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the GRANTEE has made false certification, or violated the

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

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: GRANTEE hereby certifies that GRANTEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

GRANTEE agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract 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 contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts 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 Contractors 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 contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The GRANTEE agrees to cooperate fully in providing reasonable access to the GRANTEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the GRANTEE's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, 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 (Pub. Contract Code §10410):

1). 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.

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

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). 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. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

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

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

4. GRANTEE NAME CHANGE: An amendment is required to change the GRANTEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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 contractor 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 contractor 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 contractors that are not another state agency or other governmental entity.

Facesheet for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Vessel Pump-out Station FY 2021-22**General**

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

1. Applicant Information

- a. Applicant Name City of Redondo Beach
- b. Organizational Unit
- c. Address 1922 Artesia Blvd.
- d. Address 2
- e. City Redondo Beach State CA Zip 90802
- f. Federal ID Number 95-6000767 Reference No.
- g. Agency Type
- ☒ City ☐ County
- ☐ Nonprofit Organization - 501(c)(3) status only ☐ State Agency
- ☐ District ☐ Certified Community Conservation Corps
- ☐ Other Public Agency ☐ Private Inc/LLP
- h. Is your agency publically owned? ☒ Yes ☐ No
- i. If you answered yes, please attach a Resolution from the Governing Body authorizing applicant to apply for funding.

[347_Resolution No. CC-2007-055.pdf](#)**2. Project Information**

- a. Project Name Vessel Pump-out Station FY 2021-22
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Jul-01-2021 End Date Dec-31-2022
- e. Amount of Funds Requested \$149,775.00 Project Cost \$199,700.00

Facesheet for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

FOR OFFICE USE ONLY: Version # _____

APP # 705367

3. Contacts

a. Authorized Representative

Name	geraldine trivedi				
Title	Program Administrator				
Mailing Address	415 Diamond Street				
City	Redondo Beach	State	CA	Zip	90277
Telephone	(310) 569-4141 - 3103180661	Fax			
E-mail Address	geraldine.trivedi@redondo.org				

b. Program Director

Name	Jesse Reyes				
Title	Administrative Analyst				
Mailing Address	401 Diamond St				
City	Redondo Beach	State	CA	Zip	90277
Telephone	(310) 379-2477 - 2391	Fax			
E-mail Address	jesse.reyes@redondo.org				

General Project Information for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

General Project Information

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Facility Information (1)

Facility Information - Page 1

1. Facility Name: Redondo Beach Public Pump Out Dock
2. Facility Address: 280 Marina Way
 City: Redondo Beach State: CA Zip: 90277
3. Facility Ownership:
☐ Private Commercial ☐ Private Non-Profit
☒ Public ☐ Other:
4. Facility Owner: City of Redondo Beach
5. Owner Address: 415 Diamond Street
 City Redondo Beach State CA Zip 90277
6. Water body facility is located on: (name of harbor, river, etc.) King Harbor, Pacific Ocean
7. County
☒ Los Angeles

Facility Information - Page 2

8. Facility's NOAA chart coordinates:
 Latitude: 33°50'48.7"N Longitude: 118°23'55.7"W
9. Type of project: (check all that apply)
☐ New Construction ☒ Renovation ☐ Operation and Maintenance
10. Type of Facility:
☒ Marina ☐ Boatyard ☐ Yacht Club
☐ Other: (describe)
11. Describe this facility:
☒ Home Port ☒ Destination ☐ Stop-off for Tourists
12. Number of: 1400 Slips 25 Moorings 0 Dry Storage
 Occupancy rate: 95.00
13. Number of boats by size:
 0 20' to 25'-11" 835 26' to 39'-11" 560 40' to 64'-11" 5 over 65'
14. Estimate the average number of transient vessels that use your facility each month: 200

General Project Information for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

15. Number of live-aboard vessels (residential boats): 200

16. Is there a Dump Station now at this site? ☒ Yes ☐ No

If yes, how many? 2

17. Is there a Pumpout now at this site? ☒ Yes ☐ No

If yes, how many? 2

Are they publically accessible? ☒ Yes ☐ No

18. If you answered yes to Questions 16, give coordinates for each pumpout and/or dump station:

Latitude	Longitude	Narrative
33°50'48.7" N	118°23'55.7" W	Existing Public Sewer Pump Out
33°50'48.3" N	118°23'55.2" W	Existing Shared/Public Sewer Pump Out and Harbor Patrol Facility

19. If you have pumpouts, estimate the number of total users per month: 400

Estimate the average number of transient vessels that will use the new pumpout after installation is complete: 200

Will this Pumpout be used by non-eligible vessels (liveaboards and/or commercial)? ☒ Yes ☐ No

If Yes, by what percentage? 5

20. Is this facility in a "No Discharge Zone"? (See Appendix B) ☐ Yes ☒ No

If Yes, Name of Zone:

21. Is this facility in the following areas (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Shellfish Harvest Area | <input checked="" type="checkbox"/> Sheltered Waters |
| <input type="checkbox"/> Waters of National Significance | <input checked="" type="checkbox"/> Waters of Significant Recreational Value |
| <input type="checkbox"/> Waters that do not meet State Designated Usage | <input type="checkbox"/> State and Federal Designated Nursery Areas of Indigenous Aquatic Life |

22. Are landside restrooms available on-site: ☐ Yes ☒ No

Project Profile for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Project Profile

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Project Profile

Please Note: All recreational vessels must have reasonable access to pumpout and dump station facilities funded under this grant program.

1. **Describe the project**

The project will consolidate the two existing public sewer pump out docks in the King Harbor marina into a single facility that is more readily accessible and will accommodate larger recreational vessels. There are two pump out stanchions in the King Harbor marina. One is a 50 ft dock located on the opposite side of the bulkhead wall adjacent to the City Harbor Patrol facility. The second pump out is on a 45 ft finger attached to the City Harbor Patrol dock. The equipment is aged and is due for replacement. The project will combine these two pump out stations in a single new facility separate from the Harbor Patrol Dock. The new facility will have two new sewer pump out stanchions on a 100 ft long dock. This will accommodate more vessels and larger vessels than are served under the current configuration. The nearest facility that offers sewer pump out facilities is in Marina del Rey, which is more than 10 miles from the King Harbor marina. Providing new and better pump out equipment will promote better water quality within the harbor and align with the City's goal of environmental stewardship.

Project Profile - Page 2

2. Intended Placement and Location of Pumpout Equipment (provide area map):

☐ Fuel Dock

☒ Other Dock

☐ On Bulkhead

☐ Mobile

☐ Other (Specify):

Location Map

[22778_0_43_Project Location - CVA Grant.PNG](#)

3. How many hours per day will the pumpout facilities be available to the public? 24.00

4. Minimum water depth at proposed pumpout location.

(Average minimum depth during boat season): 13 ft.

5. Contents from boat holding tanks shall be discharged to:

☒ A public wastewater collection system

☐ A holding tank whereby sewage may be safely stored until it is taken in an authorized manner to an approved treatment facility

☐ Directly to an on-site septic system. Required: Submit documentation of approval from local health official certifying that sufficient sewage disposal capacity is available for the pumpout facility(ies).

If you selected 'Directly to an on-site septic system', please attach documentation of approval from local health official certifying that sufficient sewage disposal capacity is available for the pumpout facility(ies)

6. Do you plan to charge for pumpout use? ☐ Yes ☒ No

7. If yes to Question 6, how much will you charge (note: Federal funding limits the fee to \$5 maximum)? \$

Project Profile for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Partnerships

Partnerships with others such as a local government, private sector, or other community based organizations are encouraged. List all organizations who will be participating with you on the project, their contact person, address, phone number, and their role in the project.

(Partnerships are groups/individuals who are providing financial assistance to the project either in cash, labor, or materials necessary to complete the project.)

Organization Name	Contact Name	Address	Telephone	Role
None	none	none	none	none

Permits

The applicant is responsible for obtaining all necessary State and local permits associated with their proposed project.

Please Note: Any project costs incurred including any permitting prior to an executed grant agreement will not be reimbursable under this grant.

All necessary permits must be issued prior to beginning of construction and a copy of each permit must be on file with the DBW before any request for reimbursement will be approved.

List those permits required for your project:

Name of Permit	Status	Date	Copy of Permit
City of Redondo Beach Conditional Use Permit	Approved		948_Resolution No 2020-03-HCR-01.pdf
City of Redondo Beach Harbor Commission Design Review	Approved		662_Resolution No 2020-03-HCR-01.pdf
Coastal Development Permit	Date of Consideration	12/16/2019	
Los Angeles Regional Water Quality Control Board - Section 401 Certification	Date of Consideration	01/06/2020	
US Army Corps of Engineers Permit	Date of Consideration	12/16/2019	

Project Cost Estimate for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Project Cost Estimate

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Estimated Costs and Funding

* Costs incurred prior to the effective date of the grant agreement are not allowable.

A. TOTAL PROJECT COSTS - For Replacement and Installation Grants

Cost Category - Replacement and Installation	Amount (\$)	Narrative
1. Cost of Pumpout	44,000.00	(Includes 95% Proration per Expected Usage)
2. Labor Costs	81,700.00	(Includes 95% Proration per Expected Usage)
3. Engineering Costs	69,500.00	(Includes 95% Proration per Expected Usage)
4. Permit Fees	4,500.00	(Includes 95% Proration per Expected Usage)
5. Federally Required Environment Compliance	0.00	CEQA, USACE Permit
6. Other Costs (Specify) (Miscellaneous)	0.00	Not applicable
Total Project Cost	199,700.00	

B. TOTAL PROJECT COSTS - For Operation and Maintenance Grants

Cost Category - Operation and Maintenance	Amount (\$)	Narrative
1. Labor		
2. Equipment		
3. Maintenance / Supplies		
4. Transportation		
5. Other Costs (Specify)		
Total Project Cost		

C. MATCH:

Minimum Match Required: 49,925.00

Grant applicants must provide a minimum of 25% of the total project cost for the new construction, rehabilitation, or operation and maintenance of the pumpout facilities. The 25% match can be cash, labor (as demonstrated with invoices or signed time sheets), materials provided, or a combination thereof.

Proposed Match	Amount (\$)
8. Cash Contributed	49,925.00
9. Value of any labor you will provide. (Attach a detailed breakdown)	0.00
10. Value of any materials you will provide.	0.00

Project Cost Estimate for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

(Attach a detailed breakdown)	
11. Other (Specify) (Miscellaneous)	0.00
12. Total Match (Min of 25% of total project costs required)	49,925.00

Total Project Cost (Section A or B): 199,700.00

Total Grant Request (Section A or B - C): 149,775.00

D. ATTACHMENTS:

Attach a copy of all bids, estimates, and a description and value for any Project Cost and In-kind match (See #9 above) for this proposal.

Title	Attachment
Budget Summary - BIG and CVA Grants	12_CVA_Redondo Beach Budget Narrative_JH.pdf

Appendix A for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Appendix A

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Terms and Conditions**APPENDIX A****TERMS AND CONDITIONS**

IN SUBMITTING THIS PROJECT PROPOSAL, THE APPLICANT HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH AS FOLLOWS:

- A. No construction of additional slips or additional on-shore boating facilities are authorized by this grant.
- B. The marine pumpout/dump station shall be used for the collection of boat sewage only. No bilge or oily waste shall be collected in the marine pumpout/dump station.
- C. Plans and specifications prior to any new or reconstructed pumpout/dump facilities shall be submitted and approved (as required) to the local Health Department or Building Department prior to construction of the marine sewage pumpout/dump station and proof of such submission shall be submitted to DBW.
- D. Specifications for the pumpout equipment to be purchased under the grant must be submitted to DBW for review and approval prior to construction start-up.
- E. The design of the project is the responsibility of the applicant. All necessary permits must be secured by said applicant, who is responsible for compliance with all permit requirements, state and local codes, and the inspection of the project to insure compliance of materials, products, and workmanship with the approved plans and specifications.

Periodic inspections and a final acceptance visit may be made by DBW to insure funds are properly spent. These visits will not include design/engineering adequacy nor State and Local code compliance as these items are the responsibility of the installer.
- F. Any changes to the approved grant work must be approved in writing by DBW prior to construction to be eligible for reimbursement.
- G. Two complete sets of the following documents must be supplied to DBW before a request for reimbursement can be processed:
 - 1. A wet-signed reimbursement request (cover letter) on company letter head identifying the grant agreement number, reimbursement amount requested, match provided, time period and description of work performed, and project status.
 - 2. An itemized statement of all project costs listing the amount spent on all permits, equipment, labor, or contractor or subcontractor.
 - 3. One (1) copy of any permit(s) required by applicable State and Local agencies.
 - 4. Copies of all invoices, cancelled checks (proof of payment), and signed time sheets which identify work performed.
- H. The applicant will post signage that includes: 1. Pumpout/Dump Station standardized sign which credits the U.S. Fish and Wildlife Service and DBW 2. Fees, restrictions, hours of operation, operating instructions, and a contact name and telephone number to call if the facility is inoperable.
- I. Unless otherwise stipulated in the grant agreement a maximum \$5.00 fee may be charged for the use of the pumpout and dump stations constructed with grant funds. All fees collected for the use of grant funded pumpout or dump stations shall be used solely for the operation and maintenance costs of the equipment.
- J. The applicant agrees to operate and maintain the proposed project in good working order, inclusive of necessary supervision for the full term of the agreement. The minimum term shall be seven (7) years from the

Appendix A for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

date of DBW acceptance or as otherwise stipulated in the vessel pumpout contract agreement, whichever is greater.

- K. If the applicant ceases to operate and maintain the completed project as pumpout/dump facility, or changes the integrity of the facility, grant funds paid by DBW shall be reimbursed to DBW by the applicant on a prorated basis.
- L. The applicant will:
 - 1. Hold the State of California and its officers and agents free from damages that may result from the construction of the project and use of the facility;
 - 2. Accomplish, without liability to the State of California, any alterations or relocations, as required for sewer, water supply, or any other utility facilities.
- M. All recreational vessels must have reasonable access to pumpout and dump station facilities funded under this grant program. Grant funded facilities shall continue to be accessible for the full term of the grant period.
- N. Fees shall be equal for all recreational pumpout users at a facility open and available to the public. However, members and customers may prepay for pumpouts within a fee structure, so that a separate fee for pumpouts at the time of use would not be needed for those members and customers.
- O. All new construction, renovation, and operation and maintenance grants shall be subject to periodic die testing for the term of the grant agreement. This testing may be performed by representatives of DBW and/or marina staff. The purpose of the testing is to identify any previously undetected issues in the pumpout system and related plumbing to shoreline facilities so they can be addressed promptly as to prevent waterbody pollution and possible fines that may be imposed by environmental agencies.

Appendix B for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Appendix B

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

'No Discharge Areas' in the State of California**Appendix B****"NO DISCHARGE AREAS"****IN THE STATE OF CALIFORNIA****Federal law prohibits the discharge of any vessel waste into the following waters:**

1. LAKE TAHOE - PLACER AND EL DORADO COUNTY'S OF CALIFORNIA, WASHOE, STOREY, AND DOUGLAS COUNTY'S OF NEVADA
2. MISSION BAY - SAN DIEGO COUNTY
3. SAN DIEGO BAY - SAN DIEGO COUNTY (Less than 30 feet mean lower low water)
4. OCEANSIDE HARBOR - SAN DIEGO COUNTY
5. DANA POINT HARBOR - ORANGE COUNTY
6. UPPER AND LOWER NEWPORT BAY - ORANGE COUNTY
7. SUNSET AQUATIC PARK (SUNSET BAY) - ORANGE COUNTY (Inland of Pacific Coast Highway Bridge)
8. HUNTINGTON HARBOR - ORANGE COUNTY
9. CHANNEL ISLANDS HARBOR - VENTURA COUNTY
10. AVALON BAY HARBOR - LOS ANGELES COUNTY
11. RICHARDSON BAY HARBOR - MARIN COUNTY

Appendix C for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Appendix C

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Risk Assessment Questionnaire**Appendix C****Risk Assessment Questionnaire**

1. History - List previous federally funded projects at your facility.
No past federally funded projects for this facility are known at this time.
2. Staff - Describe level and qualifications of key staff that will be managing the federally funded project.
Geraldine Trivedi - Civil Engineer, experience working on various City projects related to waterfront development.

Andrew Winje - City Engineer, experience working on various City projects related to waterfront development.
3. Performance - Describe results of past federally funded projects. Include outcome of deliverables, if schedules were met and if scope items were completed as planned.
Not Applicable.
4. Reporting - Describe your agencies experience in providing project status reports to DBW in a timely manner.
No prior experience.
5. Audit History - Describe any adverse/disclaimer audit findings of your agency. Has your agency been found to have internal control issues or been found to be non-compliant with federally funded programs regulations. Include any requirement to submit an A-133 report to the Single Audit Clearing House.

The City of Redondo Beach was required to submit the most recent Single Audit Report and Comprehensive Annual Financial Report for fiscal year 2018-2019 to the Federal Audit Clearinghouse and the California State Controller's Office. It is available on the Federal Audit Clearinghouse Single Audit Database website under the City's EIN 952662063 or upon request. There were no audit findings reported for the fiscal year.

Appendix D for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Appendix D

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Debarment and Suspension Certification**Appendix D****Debarment and Suspension Certification**

Title 49, Code of Federal Regulations, Part 29

The Code of Federal Regulations requires that any recipient of federal funding (grantee, vendor, etc), must be free from department or suspension by any federal agency. Therefore, both the grantee and its vendors/supplies must certify as such. This certification must be provided by grantee when submitting the application for funding. Certification by vendors/suppliers is required prior to execution of grant agreement.

Provide a signed and dated statement on grantee letterhead certifying the following:

(Applicants Name and Title), under penalty of perjury, I certify that, except as noted below, (owner) or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past three (3) years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Please upload the signed statement as specified above

[975_Disbarment and Suspension Certification.pdf](#)

If there are any exceptions to this certification, attach to certification letter.

For any exception noted in the attachment, indicate to whom it applies, initiating agency, and dates of action.

Exceptions will not necessarily result in the denial of award, but will be considered in determining bidder responsibility. The signed letter will become part of the Application.

Certifications for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Certifications

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Certification



I certify that I am the authorized representative for this organization, the above is true and correct, and I hereby submit this application for consideration for federal funding:

Signature: geraldine trivedi

Date: 04/21/2022

Name: geraldine trivedi

List Of Attachments for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Attachments Index

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

#	Section	Title	File Name
1	Vessel Pump-out Station FY 2021-22	347_Resolution No. CC-2007-055.pdf	22635_0_347_Resolution No. CC-2007-055.pdf
2	Project Profile	43_Project Location - CVA Grant.PNG	22778_0_43_Project Location - CVA Grant.PNG
3	Project Profile	948_Resolution No 2020-03-HCR-01.pdf	22801_3_948_Resolution No 2020-03-HCR-01.pdf
4	Project Profile	662_Resolution No 2020-03-HCR-01.pdf	22801_4_662_Resolution No 2020-03-HCR-01.pdf
5	Project Cost Estimate	12_CVA_Redondo Beach Budget Narrative_JH.pdf	29856_0_12_CVA_Redondo Beach Budget Narrative_JH.pdf
6	Appendix D	975_Disbarment and Suspension Certification.pdf	22695_0_975_Disbarment and Suspension Certification.pdf

RESOLUTION NO. CC-2007-055**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AN APPLICATION FOR GRANT FUNDING THROUGH CALIFORNIA STATE PARKS FOR CONSTRUCTION OF THE REDONDO BEACH PUBLIC SEWAGE PUMP OUT DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE**

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Public Sewage Pump Out Dock Facilities as described in Resolution No. 2020-03-HC-001 as adopted on the 9th day of March, 2020 by the Harbor Commission; and

WHEREAS, pursuant to Section 10-5.2506(b) of the Redondo Beach Municipal Code, a Conditional Use Permit has been granted for the Public Sewage Pump Out Dock Facilities Project ("Project") in accordance with the criteria set forth within the aforementioned resolution; and

WHEREAS, a resolution from local government acting as grant applicant is required from the California State Parks Division of Boating and Waterways as part of the Boating Infrastructure Grant (BIG Tier I) and Clean Vessel Act (CVA) grant programs to enhance, repair, and rebuild publicly accessible recreational boating facilities; and

WHEREAS, \$350,000 in City Wastewater Funds were appropriated for the Project as part of the Fiscal Year 2019-2020 Capital Improvement Budget; and

WHEREAS, initial estimates place the cost of the Project at approximately \$600,000; and

WHEREAS, initial estimates place the requested grant funding amount for the Project at between \$200,000 and \$300,000; and

WHEREAS, state law requires successful Grant Program applicants to provide 25% matching funds as part of the Project costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes City Staff to prepare and submit a grant application to the California State Parks, Division of Boating and Waterways requesting up to \$300,000 in Grant Program funding for the Public Sewage Pump Out Dock Improvements Project identifying the previously appropriated City Wastewater Funds to fulfill the Grant Program 25% match requirement.

SECTION 2. The City Manager is authorized to sign all grant application materials on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2020.

DocuSigned by:

William C. Brand

E641367231DF4E1...

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Michael W. Webb

669049EDE03D402...

Michael W. Webb, City Attorney

DocuSigned by:

Eleanor Manzano

72E2AC716C214CE

Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-2007-055 was passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of July, 2020 and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES: NEHRENHEIM, LOEWENSTEIN, HORVATH, GRAN, EMDEE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

DocuSigned by:



72F2AC718C214CF...
Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. 2020-03-HCR-01

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND HARBOR COMMISSION REVIEW TO ALLOW CONSTRUCTION OF REDONDO BEACH HARBOR PATROL/COUNTY LIFEGUARD AND PUBLIC SEWAGE PUMP OUT FLOATING DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities; and

WHEREAS, the proposed project is located within the City's Coastal Zone, in an area under the jurisdiction of the California Coastal Commission; and

WHEREAS, notice of the time and place of the public hearing where the proposed project would be considered was provided pursuant to State law and local ordinance by publication in the Easy Reader, by posting notices every 200 hundred feet in the subject area within the Coastal Zone, and by mailing notices to property owners within 300 feet and residents within 100 feet of the exterior boundaries of the subject area within the Coastal Zone; and

WHEREAS, the Harbor Commission of the City of Redondo Beach held the public hearing on the 9th day of March, 2020, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY FIND:

1. Pursuant to Sections 10-5.810 and 10-5.811 (d) of the Redondo Beach Municipal Code, the proposed boating facilities and public safety facilities, are the primary conditionally permitted uses within the Commercial (CC-4) zone.
2. In accordance with Section 10-5.2506(B) of the Redondo Beach Municipal Code, a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:
 - a) The proposed use is permitted in the land use district in which the site is located, and the site is adequate in size and shape to accommodate the use and all setbacks, open spaces, walls, and fences, parking, loading, landscaping and other features required by this chapter to adjust the use with the land and uses in the neighborhood. The relocation of the

sewage pump out dock would separate the public area from the public safety facilities. Parking in excess of the minimum number of spaces required is provided within the immediate vicinity of the docks.

- b) The site has adequate access to public streets of adequate width to carry the kind and quantity of traffic generated by the proposed use. The Redondo Beach Harbor Patrol/County Lifeguard facilities are located at the most southern tip of the Mole B, which is accessible via Marina Way off Harbor Drive.
 - c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval. The project replaces the sewage pump out station and docks which are approaching the end of their useful life.
 - d) The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare.
3. In accordance with Section 10-5.2502(B) of the Redondo Beach Municipal Code, the applicant's request for Harbor Commission Design Review is consistent with the criteria set forth therein for the following reasons:
- a) The design of the project considers the impact and needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, security and crime deterrence, energy consumption, physical barriers, and other design concerns. The project does not affect the existing, land side buildings and is deemed an operational enhancement for waste water discharge facilities. The new docks are custom designed to meet the specific needs of the Harbor Patrol, Fire Department, and the County Lifeguards.
 - b) The location of the structure respects the natural terrain of the site and is functionally integrated with natural features of the landscape to include the preservation of existing trees, where feasible. The project does not affect the existing terrain as it involves relocation and replacement of the sewage pump out facility and docks.
 - c) The design of the project is harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
 - d) The design of the project is integrated and compatible with the neighborhood and is in harmony with the scale and bulk of surrounding

properties. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility

- e) The design of the project provides innovation, variety, and creativity in the proposed design solution and serves to minimize the appearance of flat facades and box-like construction. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
4. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15303 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Exemption Declaration was considered with the conceptual plans for the Harbor Patrol facilities (docks) and adopted by the Harbor Commission at the October 14, 2019 meeting.
5. The plans, specifications, and drawings have been reviewed by the Harbor Commission and are approved.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the above findings, the Harbor Commission does hereby approve the Conditional Use Permit and Harbor Commission Design Review pursuant to the plans and applications considered by the Harbor Commission at its meeting of the 9th day of March, 2020.

SECTION 2. The Conditional Use Permit and Harbor Commission Design Review shall be void in the event that the applicant does not comply with the following conditions:

1. The final construction documents and plans for the removal and reconstruction of Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities is in substantial compliance with the "approval-in-concept" plans reviewed in conjunction with the applications approved by the Harbor Commission on March 9, 2020.
2. The precise architectural treatments of the floating dock facility exterior, deck, walks, and appurtenances shall be subject to Waterfront and Economic Development Department approval prior to issuance of a building permit.
3. A minimum of two (2), 24-inch box trees shall be planted within the parking area. The required trees shall be native trees or palm trees.

4. The contractor shall provide on-site Best Management Practices (BMP's) and erosion protection during construction to protect against negative effects on waters of the harbor, to the satisfaction of the Engineering Department.
5. The Waterfront and Economic Development Department shall be authorized to approve minor changes.
6. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.
7. The design and construction of the project shall not preclude the future siting of a white seabass grow-out facility at this location. The white seabass grow-out facility is subject to and additional permit which shall be brought before the Harbor Commission, in the future.
8. The construction of the project shall be coordinated with the Outrigger Canoe Club to ensure minimum impacts to the Outrigger Canoe Club operations of activities.
9. The project, as constructed, shall accommodate sea-level rise.

SECTION 3. The approved Conditional Use Permit and Harbor Commission Design Review shall become null and void if not vested within 36 months after the Harbor Commission's approval of the project.

SECTION 4. Prior to seeking judicial review of this Resolution, the applicant is required to appeal to the City Council. The applicant has ten days from the date of adoption of this Resolution in which to file an appeal.

FINALLY RESOLVED, that the Harbor Commission forward a copy of this Resolution to the City Council so the Council will be informed of the action of the Harbor Commission.

PASSED, APPROVED, AND ADOPTED this 9th day of March, 2020.

DocuSigned by:

Matthew Kilroy

46075FA1E54B4BF...

Matthew Kilroy, Chair
Harbor Commission
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Stephen Proud, Waterfront and Economic Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2020-03-HCR-01 was duly passed, approved and adopted by the Harbor Commission of the City of Redondo Beach, California, at a regular meeting of said Harbor Commission held on the 9th day of March, 2020 by the following vote:

AYES: Chair Kilroy, Commissioners Bauer, Carlson, Dalton, Light,
 and Walters

NOES: None

ABSENT: Commissioner Callahan

ABSTAIN: None

DocuSigned by:

Stephen Proud

33309FDCE6DE48C...

Stephen Proud
WED Director

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

669048EDE03D402...

City Attorney's Office

RESOLUTION NO. 2020-03-HCR-01

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND HARBOR COMMISSION REVIEW TO ALLOW CONSTRUCTION OF REDONDO BEACH HARBOR PATROL/COUNTY LIFEGUARD AND PUBLIC SEWAGE PUMP OUT FLOATING DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities; and

WHEREAS, the proposed project is located within the City's Coastal Zone, in an area under the jurisdiction of the California Coastal Commission; and

WHEREAS, notice of the time and place of the public hearing where the proposed project would be considered was provided pursuant to State law and local ordinance by publication in the Easy Reader, by posting notices every 200 hundred feet in the subject area within the Coastal Zone, and by mailing notices to property owners within 300 feet and residents within 100 feet of the exterior boundaries of the subject area within the Coastal Zone; and

WHEREAS, the Harbor Commission of the City of Redondo Beach held the public hearing on the 9th day of March, 2020, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY FIND:

1. Pursuant to Sections 10-5.810 and 10-5.811 (d) of the Redondo Beach Municipal Code, the proposed boating facilities and public safety facilities, are the primary conditionally permitted uses within the Commercial (CC-4) zone.
2. In accordance with Section 10-5.2506(B) of the Redondo Beach Municipal Code, a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:
 - a) The proposed use is permitted in the land use district in which the site is located, and the site is adequate in size and shape to accommodate the use and all setbacks, open spaces, walls, and fences, parking, loading, landscaping and other features required by this chapter to adjust the use with the land and uses in the neighborhood. The relocation of the

sewage pump out dock would separate the public area from the public safety facilities. Parking in excess of the minimum number of spaces required is provided within the immediate vicinity of the docks.

- b) The site has adequate access to public streets of adequate width to carry the kind and quantity of traffic generated by the proposed use. The Redondo Beach Harbor Patrol/County Lifeguard facilities are located at the most southern tip of the Mole B, which is accessible via Marina Way off Harbor Drive.
 - c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval. The project replaces the sewage pump out station and docks which are approaching the end of their useful life.
 - d) The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare.
3. In accordance with Section 10-5.2502(B) of the Redondo Beach Municipal Code, the applicant's request for Harbor Commission Design Review is consistent with the criteria set forth therein for the following reasons:
- a) The design of the project considers the impact and needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, security and crime deterrence, energy consumption, physical barriers, and other design concerns. The project does not affect the existing, land side buildings and is deemed an operational enhancement for waste water discharge facilities. The new docks are custom designed to meet the specific needs of the Harbor Patrol, Fire Department, and the County Lifeguards.
 - b) The location of the structure respects the natural terrain of the site and is functionally integrated with natural features of the landscape to include the preservation of existing trees, where feasible. The project does not affect the existing terrain as it involves relocation and replacement of the sewage pump out facility and docks.
 - c) The design of the project is harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
 - d) The design of the project is integrated and compatible with the neighborhood and is in harmony with the scale and bulk of surrounding

properties. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility

- e) The design of the project provides innovation, variety, and creativity in the proposed design solution and serves to minimize the appearance of flat facades and box-like construction. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
4. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15303 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Exemption Declaration was considered with the conceptual plans for the Harbor Patrol facilities (docks) and adopted by the Harbor Commission at the October 14, 2019 meeting.
5. The plans, specifications, and drawings have been reviewed by the Harbor Commission and are approved.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the above findings, the Harbor Commission does hereby approve the Conditional Use Permit and Harbor Commission Design Review pursuant to the plans and applications considered by the Harbor Commission at its meeting of the 9th day of March, 2020.

SECTION 2. The Conditional Use Permit and Harbor Commission Design Review shall be void in the event that the applicant does not comply with the following conditions:

1. The final construction documents and plans for the removal and reconstruction of Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities is in substantial compliance with the "approval-in-concept" plans reviewed in conjunction with the applications approved by the Harbor Commission on March 9, 2020.
2. The precise architectural treatments of the floating dock facility exterior, deck, walks, and appurtenances shall be subject to Waterfront and Economic Development Department approval prior to issuance of a building permit.
3. A minimum of two (2), 24-inch box trees shall be planted within the parking area. The required trees shall be native trees or palm trees.

4. The contractor shall provide on-site Best Management Practices (BMP's) and erosion protection during construction to protect against negative effects on waters of the harbor, to the satisfaction of the Engineering Department.
5. The Waterfront and Economic Development Department shall be authorized to approve minor changes.
6. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.
7. The design and construction of the project shall not preclude the future siting of a white seabass grow-out facility at this location. The white seabass grow-out facility is subject to and additional permit which shall be brought before the Harbor Commission, in the future.
8. The construction of the project shall be coordinated with the Outrigger Canoe Club to ensure minimum impacts to the Outrigger Canoe Club operations of activities.
9. The project, as constructed, shall accommodate sea-level rise.

SECTION 3. The approved Conditional Use Permit and Harbor Commission Design Review shall become null and void if not vested within 36 months after the Harbor Commission's approval of the project.

SECTION 4. Prior to seeking judicial review of this Resolution, the applicant is required to appeal to the City Council. The applicant has ten days from the date of adoption of this Resolution in which to file an appeal.

FINALLY RESOLVED, that the Harbor Commission forward a copy of this Resolution to the City Council so the Council will be informed of the action of the Harbor Commission.

PASSED, APPROVED, AND ADOPTED this 9th day of March, 2020.

DocuSigned by:

Matthew Kilroy

46075FA1E54B4BF...

Matthew Kilroy, Chair
Harbor Commission
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Stephen Proud, Waterfront and Economic Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2020-03-HCR-01 was duly passed, approved and adopted by the Harbor Commission of the City of Redondo Beach, California, at a regular meeting of said Harbor Commission held on the 9th day of March, 2020 by the following vote:

AYES: Chair Kilroy, Commissioners Bauer, Carlson, Dalton, Light,
 and Walters

NOES: None

ABSENT: Commissioner Callahan

ABSTAIN: None

DocuSigned by:

Stephen Proud

33309FDCE6DE48C...

Stephen Proud
WED Director

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

669048EDE03D402...

City Attorney's Office

Redondo Beach Public Sewer Pump Out Dock Replacement
CVA Application for the California State Parks Division of Boating and Waterways

April 2022
M&N Project No. 9556-02

Item Number	Project Cost	Description *(BIG Prorated at 50%) (CVA Prorated at 95%)	Total CVA Cost	Total BIG Cost	Total City Cost
1	\$73,387	Mobilization/Demobilization	\$34,858	\$0	\$38,529
2	\$313,476	Floating Dock Materials and Construction	\$0	\$100,000	\$213,476
3	\$280,430	Guide Piles	\$0	\$100,000	\$180,430
4	\$70,391	Electrical Installation & Service Connections	\$33,435	\$0	\$36,956
5	\$28,522	Potable Water Installation & Service Connections	\$13,547	\$0	\$14,975
6	\$35,652	Sewer Installation & Service Connections	\$33,869	\$0	\$1,783
7	\$5,655	Signage and Miscellaneous Dock Appurtenances	\$2,686	\$0	\$2,969
8	\$52,512	Demolition and Construction Waste Management	\$24,943	\$0	\$27,569
Construction Subtotal	\$860,025		\$143,338	\$200,000	\$516,687
9	\$12,182	Biological Surveys and Permitting (Prorated at 50%)	\$5,786	\$0	\$6,396
10	\$106,477	Engineering, Permitting, Project Oversight, and Project Administration	\$50,576	\$0	\$55,901
Non-Construction Subtotal	\$118,659		\$56,362	\$0	\$62,297
TOTAL	\$978,684		\$199,700	\$200,000	\$578,984

*The eligibility of funding between BIG and CVA grant programs is determined as follows: BIG is Prorated at 50%. The CVA is Prorated at 95% of the remaining 50%, which is approximately 47.5% of total cost.

**The eligibility of CVA only applicable grant funded items is Prorated at 95%.





Office of the City Manager

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 372-1171
fax 310 379-9268

CITY OF REDONDO BEACH

DISBARMENT AND SUSPENSION CERTIFICATION Title 49, Code of Federal Regulations, Part 29

DATE: July 24, 2020

PROJECT LOCATION: Redondo Beach Public Sewage Pump Out Dock
Replacement, 280 Marina Way (Mole B)

STATEMENT:

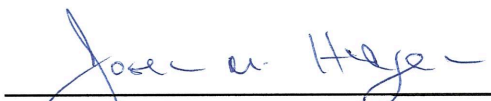
As acting grantee for the City of Redondo Beach, under penalty of perjury, I certify that, except as noted below, The City of Redondo Beach or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.



Joseph M. Hoefgen, City Manager

