



CITY OF MORRO BAY CITY COUNCIL AGENDA

The City of Morro Bay provides essential public services and infrastructure to maintain a safe, clean and healthy place for residents and visitors to live, work and play.

Regular Meeting Tuesday, October 11, 2022 – 5:30 P.M. Veterans Memorial Hall 209 Surf St., Morro Bay, CA

Pursuant to Assembly Bill 361 (2021-22) and Government Code section 54953 this Meeting will be conducted in a hybrid format with both in-person and virtual public participation. Ways to watch this meeting and submit public comment are provided below.

Public Participation:

Public participation is allowed in the following ways:

- Community members may attend the meeting in person at the Morro Bay Veterans Hall.
- Alternatively, members of the public may watch the meeting and speak during general Public Comment or on a specific agenda item by logging in to the Zoom webinar using the information provided below. Please use the “raise hand” feature to indicate your desire to provide public comment.

Please click the link below to join the webinar:

- <https://us02web.zoom.us/j/82722747698?pwd=aWZpTzcwTHlRTk9xaTlmWVNWRFUQT09>

Password: 135692

- Or Telephone Attendee: 1 (408) 638-0968 or 1 (669) 900 6833 or 1 (346) 248 7799; Webinar ID: 827 2274 7698; Password: 135692; Press * 9 to “Raise Hand” for Public Comment

- Members of the public may watch the meeting either on cable Channel 20 or as streamed on the City [website](#).
- Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the City Council at council@morrobayca.gov prior to the meeting. Agenda Correspondence received at council@morrobayca.gov by 10 a.m. on the meeting day will be posted on the City website.

ESTABLISH QUORUM AND CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
RECOGNITION
CLOSED SESSION REPORT
MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS
CITY MANAGER REPORTS, ANNOUNCEMENTS AND PRESENTATIONS

PRESENTATION

- Dating and Domestic Violence Action Month Proclamation
- Filipino American History Month Proclamation
- Fire Prevention Week Proclamation

PUBLIC COMMENT

Members of the audience wishing to address the Council on City business matters not on the agenda may do so at this time. For those desiring to speak on items on the agenda, but unable to stay for the item, may also address the Council at this time.

Public comment is an opportunity for members of the public to provide input to the governing body. To increase the effectiveness of the Public Comment Period, the City respectfully requests the following guidelines and expectations be followed:

- Those desiring to speak are asked to complete a speaker slip, which are located at the entrance, and submit it to the City Clerk. However, speaker slips are not required to provide public comment.
- When recognized by the Mayor, please come forward to the podium to speak. Though not required, it is helpful if you state your name, city of residence and whether you represent a business or group. Unless otherwise established by the Mayor, comments are to be limited to three minutes.
- All remarks should be addressed to Council, as a whole, and not to any individual member thereof.
- The Council respectfully requests that you refrain from making slanderous, profane or personal remarks against any elected official, commission and/or staff.
- Please refrain from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.
- Your participation in City Council meetings is welcome and your courtesy will be appreciated.
- The Council in turn agrees to abide by its best practices of civility and civil discourse according to Resolution No. 07-19.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion. The public will also be provided an opportunity to comment on consent agenda items.

- A-1 RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC HEALTH AND SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY VIA REMOTE TELECONFERENCING (INCLUDING PARTIALLY REMOTE) FOR A 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361; (CITY ATTORNEY)

RECOMMENDATION: Staff recommends Council consider adoption of attached Resolution No. 87-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through November 10, 2022.

With approval of this motion and until such further notice, City Council and advisory bodies will continue to hold their meetings in public at the Veterans Hall, with the option for individual Councilmembers and advisory body members to teleconference.

- A-2 ADOPTION OF RESOLUTION NO. 88-22 AMENDING THE 2022 CITY COUNCIL MEETING CALENDAR TO CANCEL THE NOVEMBER 8TH REGULAR MEETING (ELECTION DAY) AND REESTABLISH THE NOVEMBER 22ND REGULAR MEETING; (CITY MANAGER)

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 88-22 approving the amended 2022 City Council Meeting Calendar.

- A-3 ADOPTION OF RESOLUTION NO. 89-22 AUTHORIZING THE CITY OF MORRO BAY TO ENTER INTO A 2022/2023 SURRENDERED AND ABANDONED VESSEL EXCHANGE GRANT CONTRACT WITH THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS IN THE AMOUNT OF \$15,000.00 FOR REMOVAL OF ABANDONED/SURRENDERED VESSELS AND HAZARDS TO NAVIGATION; (HARBOR DEPARTMENT)

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 89-22 authorizing the Harbor Director to execute the attached 2022/2023 Surrendered and Abandoned Vessel Exchange (SAVE) Grant Contract Agreement #C22S0607 with the California Division of Boating and Waterways (DBW) for \$15,000.00 for the funding of removal of abandoned/surrendered vessels and hazards to navigation.

- A-4 PROCLAMATION RECOGNIZING "OCTOBER 2022" AS DATING AND DOMESTIC VIOLENCE ACTION MONTH"; (ADMINISTRATION)

RECOMMENDATION: Approved as submitted

- A-5 PROCLAMATION DECLARING THE MONTH OF OCTOBER 2022 AS "FILIPINO AMERICAN HISTORY MONTH"; (ADMINISTRATION)

RECOMMENDATION: Approved as submitted

- A-6 PROCLAMATION DECLARING "OCTOBER 9-15, 2022 AS NATIONAL FIRE PREVENTION WEEK"; (ADMINISTRATION)

RECOMMENDATION: Approved as submitted

- B. PUBLIC HEARING ITEMS - NONE

- C. BUSINESS ITEMS

- C-1 ACCEPTANCE OF ABC-OTS GRANT AWARDED TO MORRO BAY POLICE DEPARTMENT; (POLICE DEPARTMENT)

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 90-22 accepting and appropriating funds from the 2022-2023 Department of Alcoholic Beverage Control Grant for the ABC-OTS Program in the amount of \$24,500.00 for overtime expenses incurred during the eleven (11) month program as outlined in this staff report.

- C-2 BUDGET-IN-BRIEF UPDATE AND DIRECTION; (CITY MANAGER/ADMINISTRATIVE SERVICES DEPARTMENT)

RECOMMENDATION: Direct staff to utilize the updated budget-in-brief communication tool (attached), which includes input from Citizen Finance Advisory Committee; to post the document online and disseminate virtually as well as in November utility bills; and to utilize this as a template for future budget-in-brief documents to be created by staff after budget adoption each year.

D. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

E. ADJOURNMENT

The next Regular Meeting will be held on **Tuesday, October 25, 2022 at 5:30 p.m.**

THIS AGENDA IS SUBJECT TO AMENDMENT UP TO 72 HOURS PRIOR TO THE DATE AND TIME SET FOR THE MEETING. PLEASE REFER TO THE AGENDA POSTED AT CITY HALL FOR ANY REVISIONS OR CALL THE CLERK'S OFFICE AT 805-772-6205 FOR FURTHER INFORMATION.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA SUBMITTED TO THE CITY COUNCIL AFTER DISTRIBUTION OF THE AGENDA PACKET ARE AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST BY CALLING THE CITY CLERK'S OFFICE AT 805-772-6205.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN A CITY MEETING, PLEASE CONTACT THE CITY CLERK'S OFFICE AT LEAST 24 HOURS PRIOR TO THE MEETING TO INSURE REASONABLE ARRANGEMENTS CAN BE MADE TO PROVIDE ACCESSIBILITY TO THE MEETING.



AGENDA NO: A-1

MEETING DATE: October 11, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: October 4, 2022

FROM: Chris F. Neumeyer, City Attorney

SUBJECT: Resolution Making Findings Related to the Continued Existence of a State of Emergency Due to COVID-19 and Re-Authorizing for Public Health and Safety the Conduct of Public Meetings of the Legislative Bodies of the City via Remote Teleconferencing (including partially remote) for a 30-Day Period Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

RECOMMENDATION

Staff recommends Council consider adoption of attached Resolution No. 87-22 reauthorizing for public health and safety the conduct of public meetings of the legislative bodies of the City via remote teleconferencing (including partially remote) for 30 days, thereby allowing the City Council and the City's advisory bodies to meet remotely (including partially remote) through November 10, 2022.

With approval of this motion and until such further notice, City Council and advisory bodies will continue to hold their meetings in public at the Veterans Hall, with the option for individual Councilmembers and advisory body members to teleconference.

ALTERNATIVES

Do not consider adoption of the attached resolution and/or provide further direction to staff.

FISCAL IMPACT

No immediate fiscal impact.

BACKGROUND

On March 4, 2020, the Governor proclaimed a State of Emergency to exist in California because of the spread of COVID-19. Beginning in March, 2020 the Governor also issued a number of Executive Orders (e.g., N-25-20, N-29-20, N-35-20) (the "Brown Act Orders") for the public health and safety that waived requirements in the Brown Act that expressly or impliedly required the physical presence of City Councilmembers, staff, or the public at meetings of the City Council, Planning Commission and other City boards, commissions and committees ("legislative bodies") that are subject to the Brown Act. The Brown Act Orders allowed City legislative bodies that are subject to the Brown Act to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring transparency and accessibility for open and public meetings. The most recent Brown Act Order expired on September 30, 2021.

Prepared By: CFN Dept Review: _____
City Manager Review: SC City Attorney Review: CFN

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to teleconference (whether completely or hybrid) Brown Act meetings of City legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

DISCUSSION

Assembly Bill 361 allows City legislative bodies to utilize remote/virtual platforms for public meetings (consistent with certain statutory requirements) during a state of emergency proclaimed by the Governor that includes the City if certain conditions are met.

On October 26, 2021, the City Council adopted Resolution No. 70-21 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City’s legislative bodies via remote teleconferencing for an initial 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361. On November 9, 2021, and no later than every 30 days thereafter, through June 28, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City’s legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted resolutions authorizing such meetings for an additional thirty days. AB 361 Resolution No. 61-22, which was adopted on June 28, 2022, expired by its own terms on July 28, 2022, as AB 361 resolutions are active for thirty days. On August 9, 2022, the City Council upon making necessary findings adopted Resolution 72-22, reauthorizing the use of remote teleconferencing by City’s legislative bodies for public health and safety, as authorized by AB 361. On August 23, the City Council reviewed the need for continuing the conduct of public meetings of City’s legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted a resolution authorizing such meetings for an additional thirty days, and the City Council took the same action on September 13, 2022 upon making the same findings.

If a state of emergency remains active, or State or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the City Council shall make the following findings by majority vote for the City to continue using the teleconferencing provisions of AB 361:

1. The City Council has reconsidered the circumstances of the state of emergency; **and**
2. Either of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, **or**
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

At the March 22, 2022 Meeting, the City Council directed staff to continue bringing AB 361 resolutions to provide a remote option for Council Members and Advisory Board members should the need occur.

CONCLUSION

Staff recommends Council consider adoption of the proposed Resolution No. 87-22 making the findings required to re-authorize use of AB 361. Doing so will allow meetings of the City Council, City boards and City commissions to occur by teleconference (including under a hybrid format) for the public health and safety. Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days thereafter.

ATTACHMENT

1. Resolution No. 87-22

RESOLUTION NO. 87-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF
EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING FOR PUBLIC HEALTH AND
SAFETY THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE
CITY VIA REMOTE TELECONFERENCING FOR A
30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT
AS AMENDED BY ASSEMBLY BILL NO. 361**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City Council of the City of Morro Bay (“City”) is committed to preserving and nurturing public access and participation in meetings of the Legislative Bodies (as that term is defined in Government Code §54952, including the City Council, commissions, boards and committees subject to the Brown Act) of the City; and

WHEREAS, all meetings of the Legislative Bodies are open and public as required by the Ralph M. Brown Act, codified as Government Code §§ 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Legislative Bodies conduct their business; and

WHEREAS, the Brown Act, at Government Code § 54953(e), as amended by Assembly Bill (AB) 361 effective October 1, 2021, makes provision for remote teleconferencing participation in public meetings by members of a Legislative Body without compliance with the provisions of Government Code § 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition under Government Code § 54953(e) for its initial use is that the meeting is held during a state of emergency that has been declared by the Governor pursuant to Government Code § 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code § 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters

WHEREAS, a required condition under Government Code § 54953(e) for its initial use is that state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body is meeting to determine or has previously determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor proclaimed a state of emergency for the State of California and thereafter issued a number of executive orders aimed at containing COVID-19; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution No. 23-20, proclaiming and affirming the existence of a local emergency, and confirming and ratifying proclamation by City's Director of Emergency Services of Existence of a Local Emergency, in response to COVID-19 (Coronavirus). The Legislative Bodies have since conducted meetings via remote teleconferencing consistent with the declaration of local emergency and executive orders issued by the Governor; and

WHEREAS, the executive orders issued by the Governor, among other things, for the public health and safety waived requirements of the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which rescinded the modifications made by the aforementioned executive orders, effective September 30, 2021. On September 16, 2021, the Governor signed AB 361, creating a modified set of provisions for local agencies for compliance with the Brown Act relative to remote meetings. AB 361 was made effective on October 1, 2021; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 70-21 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City's legislative bodies via remote teleconferencing for an initial 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361; and

WHEREAS, On November 9, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 78-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On November 18, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 81-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On December 14, 2021, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 84-21 authorizing such meetings for an additional thirty days; and

WHEREAS, On January 11, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 03-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On January 25, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 07-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On February 22, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 16-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On March 22, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 25-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On April 12, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 29-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On May 10, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 40-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On May 24, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 43-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On June 14, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 50-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On June 28, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 61-22 authorizing such meetings for an additional thirty days, and by its own terms Resolution No. 61-22 expired on July 28, 2022; and

WHEREAS, On August 9, 2022, the City Council adopted Resolution No. 72-22 making findings related to the continued existence of a state of emergency due to COVID-19 and re-authorizing for public health and safety the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for a 30-day period pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361; and

WHEREAS, On August 23, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 78-22 authorizing such meetings for an additional thirty days; and

WHEREAS, On September 13, 2022, the City Council reviewed the need for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing (including partially remote) for public health and safety as authorized by AB 361, and upon making necessary findings, adopted Resolution No. 83-22 authorizing such meetings for an additional thirty days; and

WHEREAS, the Governor's proclaimed state of emergency and the City's proclaimed local emergency related to COVID-19 remain in effect and encompass the jurisdictional boundaries of the City; and

WHEREAS, the California Department of Public Health continues to impose or recommend measures to promote social distancing, and the Centers for Disease Control and Prevention ("CDC") continues to impose or recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, for the public health and safety the Council wishes to affirm the need and findings necessary for continuing the conduct of public meetings of City's legislative bodies via remote teleconferencing as authorized by AB 361; and

WHEREAS, the City Council does hereby intend that, as a consequence of the persisting state of emergency and the imposed or recommended social distancing measures, the Legislative Bodies shall be authorized to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code § 54953, as authorized by subdivision (e) of Government Code § 54953, and that the Legislative Bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code § 54953; and

WHEREAS, consistent with AB 361, during the effectiveness of this Resolution, the Legislative Bodies meeting pursuant to the requirements of Government Code § 54953(e)(2) and

their staff will give notice of the manner by which members of the public may access the Legislative Bodies' meetings and offer public comment; identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option; and allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the Legislative Body directly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby acknowledges and affirms the continued effectiveness of the Governor's proclaimed state of emergency and the City's proclaimed local emergency (as may have been amended since their initial proclamation) which encompass their jurisdictional boundaries.

SECTION 3. The City Council finds as follows: 1) they have reconsidered the circumstances of the state of emergency; 2) the state of emergency remains active within their jurisdictional boundaries; 3) the state of emergency continues to directly impact the ability of the City Council, the City's Legislative Bodies, City staff and the public to meet safely in person; and 4) State officials continue to impose or recommend measures to promote social distancing.

SECTION 4. The Legislative Bodies and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting all open and public meetings of the Legislative Bodies in accordance with Government Code § 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be effective for until the earlier of (i) November 10, 2022, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code § 54953(e)(3) to extend the time during which the Legislative Bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code § 54953.

SECTION 6. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

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SECTION 7. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 11th day of October 2022 by the following vote:

AYES:
NOES:
ABSENT:

JOHN HEADDING, Mayor

ATTEST:

DANA SWANSON, City Clerk

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AGENDA NO: A-2

MEETING DATE: October 11, 2022

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 5, 2022
FROM: Scott Collins, City Manager
SUBJECT: Adoption of Resolution No. 88-22 Amending the 2022 City Council Meeting Calendar to cancel the November 8th Regular Meeting (Election Day) and Reestablish the November 22nd Regular Meeting

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 88-22 approving the amended 2022 City Council Meeting Calendar.

ALTERNATIVES

The Council may alter the proposed meeting calendar and schedule.

FISCAL IMPACT

None

BACKGROUND/DISCUSSION

At the January 25, 2022 Meeting, the Council adopted Resolution No. 05-22 establishing the 2022 Meeting Calendar and Budget Development Schedule which, as in previous years, canceled Regular Meetings on the 4th Tuesday in November and December to provide a holiday break for Council Members, staff and community members. Given the 2nd Tuesday in November falls on Election Day this year, in observance of Election Day, staff recommends amending the regular meeting calendar to cancel the November 8th Regular Meeting and re-establish a Regular Meeting on November 22nd for this calendar year.

CONCLUSION

Staff recommends Council adopt Resolution No. 88-22 that includes the City Council's Amended 2022 Meeting Calendar.

ATTACHMENT

1. Resolution No. 88-22 with Exhibit A

Prepared By: DS Dept Review: _____
City Manager Review: SC City Attorney Review: CFN _____

RESOLUTION NO. 88-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
AMENDING THE 2022 CITY COUNCIL MEETING CALENDAR**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City Council adopts an annual calendar providing for the orderly course of business and to provide transparency and accountability to the public; and

WHEREAS, on January 25, 2022, the City Council adopted Resolution No. 05-22 adopting the 2022 City Council Meeting Calendar and Budget Development Schedule which canceled Regular Meetings on the 4th Tuesdays in November and December; and

WHEREAS, in observance of Election Day, the City Council desires to cancel the Regular Meeting scheduled for Tuesday, November 8, 2022, and re-establish a Regular Meeting on Tuesday, November 22, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, the 2022 City Council Meeting Calendar is revised and adopted, as set forth in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on this 11th day of October 2022 on the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JOHN HEADDING, Mayor

ATTEST:

DANA SWANSON, City Clerk

2022 Meeting Calendar

January 11

Regular Meeting

January 25

Special Meeting (Advisory Body
Interviews)

Regular Meeting

February 8

Regular Meeting

February 22

Budget Forecast Study Session

Regular Meeting

March 8

Regular Meeting

March 22

Regular Meeting

April 12

Regular Meeting

April 26

Regular Meeting

May 10

Regular Meeting

May 24

Budget Study Session #1

Regular Meeting

May 25

Budget Study Session #2

June 14

Budget Adoption

Regular Meeting

June 28

Regular Meeting

July 12

BREAK

July 26

BREAK

August 9

Regular Meeting

August 23

Regular Meeting

September 13

Regular Meeting

September 27

Regular Meeting

October 11

Regular Meeting

October 25

Regular Meeting

November 8

~~Regular Meeting~~ BREAK

November 22

BREAK ~~Regular Meeting~~

December 13

Regular Meeting

December 27

BREAK

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AGENDA NO: A-3

MEETING DATE: October 11, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: September 28, 2022

FROM: Lori Stilts, Harbor Business Coordinator
Eric Endersby, Harbor Director

SUBJECT: Adoption of Resolution No. 89-22 Authorizing the City of Morro Bay to Enter into a 2022/2023 Surrendered and Abandoned Vessel Exchange Grant Contract with the State of California Division of Boating and Waterways in the Amount of \$15,000.00 for Removal of Abandoned/Surrendered Vessels and Hazards to Navigation

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 89-22 authorizing the Harbor Director to execute the attached 2022/2023 Surrendered and Abandoned Vessel Exchange (SAVE) Grant Contract Agreement #C22S0607 with the California Division of Boating and Waterways (DBW) for \$15,000.00 for the funding of removal of abandoned/surrendered vessels and hazards to navigation.

ALTERNATIVES

City Council could choose not to accept the grant.

FISCAL IMPACT

Approval of this \$15,000.00 grant agreement will provide funding for demolition and removal of abandoned or surrendered vessels and hazards to navigation. The City is required to provide a 10% funding match, or \$1,500.00, which will come from existing budgeted funds, primarily in the form of staff time.

BACKGROUND

The Vessel Turn-In Program (VTIP) was established by DBW from enabling Legislation in 2009. It provides a funding mechanism for local agencies to identify vessels in danger of being abandoned (generally older vessels at or beyond their useful life and falling into dereliction) and accepting ownership of those vessels from willing owners for demolition prior to them being abandoned and becoming a hazard to navigation or the environment.

The Abandoned Water Abatement Fund (AWAF) was established in 1997 and provides funds to public agencies to remove, store, and dispose of abandoned, wrecked, or derelict vessels or other submerged objects from navigable waterways which pose a hazard to navigation or the environment. To date, together the Harbor Department has received and expended over \$112,500 in seven separate AWAF and VTIP fund grants.

Today, the two grants are combined to create a single grant, entitled "Surrendered and Abandoned

Prepared By: LS

Dept Review: EE

City Manager Review: SC

City Attorney Review: LNL

Vessel Exchange” (SAVE), which will allow the City the ability to utilize the funds as deemed necessary for both AWWF and VTIP grant purposes.

The Harbor Department was most recently approved a \$18,500.00 SAVE grant from DBW in 2020. Those funds are nearly exhausted.

DISCUSSION:

As stewards of the harbor and ocean environment, these grants enable the Harbor Department to continue to accept surrendered vessels for demolition prior to them becoming abandoned and posing hazards to navigation or the environment.

In addition, the Harbor Department identifies vessels in danger of abandonment and prioritizes removal of them by working with willing owners, as well as identifying and prioritizing vessels in probable need of future abatement. Demolition projects are put out to bid as necessary, and as many vessels as possible within the scope of the grant agreement will be removed.

Currently, we have two vessels ready to be removed and demolished, and several more potential vessels identified.

CONCLUSION

Staff recommends that the City Council adopt Resolution No. 89-22 accepting a \$15,000.00 SAVE grant from DBW for demolition and removal of abandoned/surrendered vessels and hazards to navigation.

ATTACHMENTS

1. Resolution No. 89-22
2. SAVE Grant Contract Agreement #C22S0607

RESOLUTION NO. 89-22

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
AUTHORIZING THE CITY OF MORRO BAY TO ENTER
INTO A 2022/2023 SURRENDERED AND ABANDONED VESSEL EXCHANGE
GRANT CONTRACT WITH THE CALIFORNIA DIVISION
OF BOATING AND WATERWAYS**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, City of Morro Bay (City) applied for a Surrendered and Abandoned Vessel Exchange (SAVE) Grant from State of California Division of Boating and Waterways in the Amount of \$15,000.00; and

WHEREAS, DBW awarded the City of Morro Bay a SAVE grant in the amount of \$15,000.00, which will allow the City the ability to utilize the funds as deemed necessary for removal of abandoned and surrendered vessels and hazards to navigation; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California as follows:

1. The City is hereby authorized to enter into SAVE Contract Agreement #C22S0607 in the grant amount of \$15,000.00 for removal of abandoned/surrendered vessels and hazards to navigation.
2. Harbor Business Coordinator Lori Stilts is hereby authorized to act as the City's agent in regard to all aspects of the grant SAVE Contract Agreement.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 11th day of October 2022 on the following vote:

AYES:
NOES:
ABSENT:

John Headding, Mayor

ATTEST:

Dana Swanson, City Clerk

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

GRANTEE: City of Morro Bay Harbor Department
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-22)
GRANT AMOUNT: \$15,000.00
GRANT NUMBER: C22S0607
GRANT TERM: _____ through September 30, 2024

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

Grantee: City of Morro Bay Harbor Department Address: 1275 Embarcadero, Morro Bay, CA 93422 Authorized Signature: Printed Name: Title of Authorized Representative: Date:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Ron Kent Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
---	--

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

GRANTEE: City of Morro Bay Harbor Department
GRANT TITLE: FY 2022/23 Surrendered and Abandoned Vessel Exchange (SAVE)
GRANT AMOUNT: \$15,000.00
GRANT NUMBER: C22S0607
END DATE: September 30, 2024

AGREEMENT NO C22S0607	AMENDMENT NO	SUPPLIER ID 0000038374		PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$15,000.00	FUND DESCRIPTION Surrendered and Abandoned Vessel Exchange (SAVE-22)		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 43	STATUTE 2022	FISCAL YEAR 2022/23
BUSINESS UNIT 3790	INDEX N/A	PROGRAM 2855023	ACTIVITY CODE 69993	ACCOUNT 5432000

STATE OF CALIFORNIA

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

SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)

FISCAL YEAR 2022/23

EXHIBIT A - PROJECT REPRESENTATIVES

The services shall be performed in the jurisdiction of: City of Morro Bay Harbor Department

State Agency: Division of Boating and Waterways	Grantee (Agency Name): City of Morro Bay Harbor Department
Name: Ron Kent	Grantee Representative*: Lori Stilts
Title: Program Administrator	Title: Grants Administrator
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 1275 Embarcadero, Morro Bay, CA 93422
	Remit to Address:
Phone: (916) 209-8821	Phone: (805) 772-6254 x 256
Fax:	Fax: (805) 772-6258
Email: ron.kent@parks.ca.gov	Email: lstilts@morrobayca.gov

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

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EXHIBIT B - GRANT TERMS AND CONDITIONS

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT PROGRAM

1. PURPOSE OF THE PROGRAM:

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

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

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

(2) Surrendered vessels as defined in HNC 526.1

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

(a) The public agency has determined, in its sole discretion, that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.

(b) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation."

(3) Wrecked or dismantled vessels, or parts thereof, or any other partially submerged object that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.

b. The funds provided under this Agreement **shall not** be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.

c. If Grantee is reimbursed for the costs related to the surrender, abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.

d. Vessels listed in Exhibit F Application/Scope of Work are considered solely a demonstration of the agency's need for funding, not an approval that the individual

vessels are eligible for SAVE funding.

2. RIGHT OF INSPECTION

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

3. ANNUAL MEETING

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

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

4. TIMELINES

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

5. HAZARDOUS MATERIALS

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

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

6. TITLES AND LIENS

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

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

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

7. GRANTEE CITATIONS - ABANDONED VESSELS

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

8. MEDIA

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

9. MEDIA MATERIALS RELEASE

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

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

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

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

10. PERMITS AND DOCUMENTATION

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel,

Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

11. SECURING OF BIDS

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

12. CONTRACTS WITH SERVICE PROVIDERS

All contracts/executed agreements with service providers for which grantee will seek reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Grantee will provide to DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant. Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C22SXXXX) must appear on the certificate of insurance.

13. SUBCONTRACTORS

Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors hold a valid business license and carry general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C22SXXXX) must appear on the certificate of insurance.

14. TRAFFIC CONTROL AND TRAFFIC SAFETY

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

15. AIR OR WATER POLLUTION VIOLATION

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

16. ENTIRE AGREEMENT

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

17. APPROVAL OF AGREEMENT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of

performance prior to approval of this Agreement will be at the Grantee's own risk.

18. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

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

19. AUTHORITY TO CONTRACT

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

20. COMPLIANCE WITH LAW AND REGULATIONS

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

21. INDEPENDENT CONTRACTOR

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

22. INSURANCE REQUIREMENTS

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

a. GENERAL PROVISIONS APPLYING TO ALL POLICIES

(1) Coverage Term

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

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

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

this Agreement.

(3) Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

(4) Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

(5) Insurance carrier required rating

All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.

(6) Endorsements

Any required endorsements requested by the DBW must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(7) Inadequate Insurance

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

(8) Use of Subcontractors

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to the State when requested equal to policies, coverages, and limits required of Grantee.

b. **INSURANCE REQUIREMENTS**

(1) Commercial General Liability

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

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

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

In the case of Grantee's utilization of subcontractors to complete the

contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Grantee.

(2) Automobile Liability

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

(3) Watercraft Liability

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

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

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

(4) Workers Compensation and Employers Liability

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

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

c. **ENVIRONMENTAL/POLLUTION LIABILITY**

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

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

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

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

d. **SELF INSURANCE**

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

e. **STATEMENT OF INSURANCE COVERAGE:**

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

Approver initials :

Date:

Name:

Title:

23. TERMINATION

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

24. ASSIGNMENT

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

25. MATCHING 10% REQUIREMENT

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

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

- (1) Activity date
- (2) Vessel/issue name or description
- (3) Personnel name
- (4) Description of SAVE program service provided
- (5) Number of hours provided by each person (may not exceed more than 8 hours per person per day.)
- (6) Hourly rate and total value

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

26 BUDGET DETAIL AND PAYMENT PROVISIONS

a. Covered Expenses and Reimbursement Claims Processes

- (1) DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **abandoned** vessels:
 - (a) Raising of submerged vessels from shallow waters. Depth of water over obstruction at low water must be 15 feet or less; objects submerged more than 15 feet at low water are not eligible without prior DBW approval.
 - (b) Mast and/or rigging removal if vessel is in waters greater than 15 feet deep at low water.
 - (c) Vessel removal from accessible locations
 - (d) Hazardous materials (hazmat) removal and disposal
 - (e) Towing
 - (f) Storage
 - i. Without lien sale: 60 days maximum
 - ii. With lien sale: 90 days maximum with justification
 - iii. If stored onsite at Grantee's facility, 50% of the normal rate of charge to the public will be reimbursed, and fee schedule is required for verification.
 - (g) Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
 - (h) Public notice advertising
 - (i) Vessel appraisal
 - (j) Salvage and demolition
- (2) DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or

subcontractors, within the scope of the SAVE program for **surrendered** vessels:

- (a) Vessel and/or hazardous material removal and disposal
 - (b) Towing from grantee's facility to landfill
 - (c) Demolition
- (3) Other expenses may be considered with advance written approval from DBW.
- (4) Ineligible expenses include hand tools, consumables, grantee direct staffing, time and materials from subcontractors, etc. without prior written approval from DBW.

b. Reimbursement claim forms:

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

(1) **Invoices from service providers, contractors and/or subcontractors to Grantee:**

Invoices must contain the following:

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

(2) **Proof of payment for all invoices.**

The following acceptable forms of proof are:

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

(3) **10% in-kind match contribution statement:**

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

(4) **Photos of vessels (Required)**

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

(5) **For Surrendered Vessels ONLY:**

Statement of Vessel Release of Interest and Ownership: to be completed

and signed by vessel owner(s) and SAVE agency representative (SAVE AGENCY ONLY section). DBW release form can be downloaded from OLGA.

One proof of vessel ownership must be provided. This can be a copy of the Certification of Ownership (title/pink slip or Coast Guard document) signed by the owner, DMV registration form; or a DMV issued junk slip. Power of Attorney or DMV issued marina lien documents the marina has legal interest are also acceptable. Keep the originals and provide DBW with copies.

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

- (6) DO NOT INCLUDE DOCUMENTATION THAT IS NOT REQUIRED such as incident reports, CLETS printouts, internal routing forms, accounting journals, etc.
- c. Submit one (1) hard copy and one (1) electronic copy of each reimbursement claim form and all supporting document to:
- Division of Boating and Waterways**
4940 Lang Avenue H Block
McClellan Park, CA 95652
Attention: SAVE Unit
Email: ron.kent@parks.ca.gov
- d. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this agreement.
- e. All requests for payment must be submitted to DBW no later than 45 days after the expiration date of the agreement. DBW is not obligated to make any payment on any reimbursement request(s) received or for any services completed after this date.

27. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

28. INDEMNIFICATION

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall

protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

29. FUNDS ASSIST

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

The Funds Assist process works as follows:

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

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

30. FUNDS ASSIST INDEMNIFICATION

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

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

Approver initials: _____ Date: _____
Name: _____
Title: _____

31. 90-DAY RETURN OF GRANT DOCUMENTS TO DBW

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

32. ANTI-CORRUPTION

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:**

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

2. **EFFECTIVE DATE:**

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

3. **AMENDMENT:**

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

4. **ASSIGNMENT:**

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

5. **AUDIT:**

Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.** Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION:**

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

7. **DISPUTES:**

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

8. **TERMINATION FOR CAUSE:**

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

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.(See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - (2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

EXHIBIT D

GRANTEE CERTIFICATION CLAUSES

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

Grantee Agency Name (Printed)		Federal ID Number
City of Morro Bay Harbor Department		95-2308629
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	
	San Luis Obispo	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's or organization's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - (1) receive a copy of the company's drug-free workplace policy statement; and,
 - (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. GRANTEE NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

EXHIBIT E – DARFUR CONTRACTING ACT

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

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

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

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

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

EXHIBIT E – DARFUR CONTRACTING ACT

SAMPLE FORM

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

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 - WRITTEN PERMISSION FROM DGS

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

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

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

General

1 Applicant Information

- a. Applicant Name City of Morro Bay Harbor Department
- b. Organizational Unit
- c. Address 1275 Embarcadero
- d. Address 2
- e. City Morro Bay State CA Zip 93422
- f. Federal ID Number 95-2308629 DUNS Number: Unique Entity Id.
- g. Agency Type
 - City County
 - Federally or State Recognized Native American Tribe District

Goals and Objectives

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

2 Project Information

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) Fiscal Year 2022/2023
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2022 End Date Sep-30-2024
- e. Amount of Funds Requested \$15,000.00 Project Cost \$16,500.00

3. Billing Address

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

- a. Billing Agency Name:
Address:

City: State: Zip:

Phone:

3 Contacts

a. Project Administrator

Name	Lori Stilts				
Title	Grants Administrator				
Mailing Address	1275 Embarcadero				
City	Morro Bay	State	CA	Zip	93422
Telephone	(805) 772-6254			Fax	
E-mail Address	lstilts@morrobayca.gov				

1. Minimum Qualifications

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

If Yes, describe

As the primary uniformed public safety agency on Morro Bay waters, the Morro Bay Harbor Patrol is authorized to and tasked with enforcement of Morro Bay Municipal Code Chapter 15, Morro Bay Harbor Department Rules and Regulations and State of California Harbor and Navigation Code. The authority is codified in Morro Bay Municipal Code and Penal Section 836.5

Abandoned vessels are removed specifically under California Harbors and Navigation Code Sections 500-526 and 551.

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

[34289_0_580_2.qualifications attachment.pdf](#)

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

1. California State Senate Districts

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

- State Senate 01
- State Senate 02
- State Senate 03
- State Senate 04
- State Senate 05
- State Senate 06
- State Senate 07
- State Senate 08
- State Senate 09
- State Senate 10
- State Senate 11
- State Senate 12
- State Senate 13
- State Senate 14
- State Senate 15
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- State Senate 32
- State Senate 33
- State Senate 34
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- State Senate 36
- State Senate 37
- State Senate 38
- State Senate 39
- State Senate 40

2. California State Assembly Districts

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

- State Assembly 01
- State Assembly 02
- State Assembly 03
- State Assembly 04
- State Assembly 05
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- State Assembly 79
- State Assembly 80

3. California Congressional Districts

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

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

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

- | | | |
|--|--|---|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input checked="" type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
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| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

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

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

3. Jurisdictional Control

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

Waterbody Name	Acres or square miles in this waterbody that is your jurisdiction	What are the corporate limits of your agency's jurisdictional control in each waterbody?	List the other agencies who share jurisdictional control in this waterbody.	Identify which agency has lead jurisdiction for removing abandoned vessels and accepting surrendered vessels in this waterbody.	How often does your agency monitor this area?	Identify your primary responsibilities in this body of water
City of Morro Bay Harbor City Limits	5.2 Square Miles	The City of Morro Bay's jurisdictional control are those waters conveyed to the County of San Luis Obispo by the State of California in trust by Chapter 1076 Statutes 1947, amended Chapter 1874 Statutes 1957, and subsequently conveyed to the City of Morro Bay upon the City's incorporation in 1964.	United States Coast Guard, San Luis Obispo County Sheriffs, California State Fish & Wildlife	City of Morro Bay Harbor Patrol	24/7 - 365 days per year	Boating Safety & Enforcement

4. Staff Dedicated to Abandoned and Surrendered Vessel Activities

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

List staff assigned in their job duties to the removal of abandoned vessels, receipt of surrendered vessels.	Total number of Hours Per Week dedicated to removal of abandoned vessels	Total number of hours Per Week dedicated to receipt of turned in vessels	Total hours Per Week
Harbor Director	0.25	0.25	0.50
Harbor Business Coordinator	1.00	1.00	2.00
Harbor Patrol Supervisor	1.00	1.00	2.00

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

Harbor Patrol Officer	0.50	0.50	1.00
Harbor Patrol Officer	0.50	0.50	1.00
Harbor Patrol Officer	0.50	0.50	1.00

Objective 1: Prevention

5. Does your agency participate in the Vessel Turn-in Program (VTIP)? Yes No
6. Select activities, enter number of brochures and info on how your agency promotes VTIP efforts

Number of brochures distributed Per Year at:

# of Brochures	List names of Events
10	National Safe Boating Day
15	Friends of the Morro Bay Harbor Annual Marine Swap Meet

# of Brochures	List names of Marinas
5	Morro Bay Marina, Inc.
10	Marina Square
10	Bay Front Marina
10	Associate Pacific Constructors

# of Brochures	List names of Boat Owners
1	Mike Miller

# of Brochures	List names of Other Activities
16	Harbor Front Office

Publicity Efforts:

- Advertised on your website
- Agency newsletters
- PSAs, billboards
- Social media
- Other [Kiosk outside Harbor Office]

7. Did your agency have a plan to increase the number of surrendered vessels accepted over the last calendar year, if so, provide information that you followed through with the plan. Additionally, what is your plan to increase the number of surrendered vessels you accept this year?

Number on goal is to identify vessels that are becoming derelict and could potentially become abandoned, and before they do reach out to the vessels' owners to convince them to surrender the vessel under the VTIP program.

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

Annually at National safe boating day, and in regular correspondence with marina tenants.

Objective 1: Prevention

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

If so, how many surrendered vessels have you received in the last calendar year? 0

If not, identify why?

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

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

11. Describe additional methodologies, if any, (besides participation in VTIP) your agency use **to prevent abandoned vessels in its jurisdiction?**

Identification and monitoring of at-risk vessels by Harbor Patrol on a daily basis for those that require regular assistance such as towing, pumping, or other measures, or how frequently the vessel get periodically hauled-out. Is the vessel owner's slip or mooring account current? This information, in addition to close collaboration with waterfront leaseholders who manage slips and marinas in Morro Bay, is used to coordinate enforcement and code-compliance efforts on potential problems vessels and vessels owners before they become abandonment issues.

Education and outreach to all and especially at-risk vessels owners

Enforcement of local and State laws, rules and regulations pertaining to such vessels such as registration and operational requirements pollution discharge issues and applicable permit requirements.

Citation of offenders and aggressive delinquent fee collection, impoundment and liens as a deterrent.

Objective 2: Control

12. Describe methodologies, if any, you have implemented to control and **prevent abandoned vessels from entering your jurisdiction from other areas.** Close coordination with neighboring and sister agencies to implement those efforts as described above in a regional approach.

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

If yes, list agencies and describe collaboration.

Primarily Port San Luis - Collaborate with tracking and consistent enforcement of problem vessels & vessel owners as described above. But also, Santa Barbara and Monterey.

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

Morro Bay is relatively isolated geographically and by weather, and as such can be a place where marginally seaworthy vessels can get stuck and fall into dereliction and abandonment. This situation is not helped by the fact that Morro Bay does not have a full-size, full-service boatyard.

Objective 5: SNHAP

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

If Yes, attach copy.

[34311_0_106_SNHAP.pdf](#)

16. Identify the detailed process in your SNHAP for the control and abatement of submerged, wrecked or abandoned vessels. Identify the detailed process in your SNHAP for the abatement of navigational hazards.
1. Identification and monitoring of at-risk vessels by Harbor Patrol on a daily basis, and closed collaboration with waterfront leaseholders who manage slips and marinas in Morro Bay.
 2. Education and outreach to all and especially at-risk vessels owners
 3. Enforcement of local and State laws, rules and regulations pertaining to such vessels such as registration and operational requirements, pollution discharge issues and applicable permit requirements.
 4. Citation of offenders and aggressive delinquent fee collection, impoundment and liens as a deterrent.
17. Identify the SNHAP's funding source for the control/abatement of **non-vessel related** water hazards, hazardous floating debris (such as logs), submerged objects and abandoned piers and pilings

Non-vessel related water hazards in Morro Bay, such as debris or submerged objects, are generally mitigated in real-time by the Harbor or Public Works Departments and funded through the City's operational funds. With the entirety of Morro Bay's waterfront being under the City's control via long-term leases, piers and pilings are not allowed to become hazards by way of proper management of the long-term leases.

Questions 18 - 21a

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

If so, answer the following:

- | | | |
|-------|---|----------|
| | Yearly average number of abandoned vessels removed and destroyed over the past 3 calendar years. | 3 |
| 18. | What was the average cost to remove and destroy abandoned vessels of 30' or less last calendar year? | 0.00 |
| 18 a. | What was the average cost to remove and destroy abandoned vessels 30' or less in the past 3 calendar years? | 0.00 |
| 19. | What was the average cost to remove and destroy abandoned vessels 31' or more in the last calendar year? | 6,271.89 |
| 19 a. | What was the average cost of disposal to remove and destroy abandoned vessels 31' or more in the past 3 calendar years. | 6,271.89 |

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

If so, answer the following:

- | | | |
|-------|--|----------|
| | Yearly average number of surrendered vessels removed and destroyed over the past 3 calendar years. | 7 |
| 20. | What was the average cost to receive and destroy surrendered vessels 30' or less over the past 3 calendar years? | 4,144.31 |
| 20 a. | What was the average cost to receive and destroy surrendered vessels 30' or less last calendar year? | 4,144.31 |
| 21. | What was the average cost to receive and destroy surrendered vessels 31' or more in the past 3 calendar years? | 4,372.42 |
| 21 a. | What was the average cost to receive and destroy surrendered vessels 31' or more last calendar year? | 0.00 |

Questions 22 - 30

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

ONLY LIST CLOSED GRANTS

Name of SAVE grants awarded	Year Awarded	Amount Awarded	Percentage of funding left over
SAVE C17S0602	2017	25,000.00	0
SAVE C17S0602-S	2018	16,100.00	0
SAVE C19S0602	2019/2020	20,000.00	0

23. Identify the number of personnel currently working in the program with more than 2 years' experience managing the SAVE program. 3

24. What process/method/practice have you implemented in the last 24 months to reduce the cost of removal and destruction of abandoned or surrendered vessels? We continue to employ surrendered vessel owners to provide a Department of Motor Vehicle "Junk" certificate at time of vessel turn-in, in addition to requiring turn-in vessel owners to remove all hazardous wastes, fuels and oils prior to turn-in. This allows our department to cut the costs & time of paying staff to go to the DMV to get the vessel out of their system and saves time and money and reduces potential spills in the demolition/removal process.

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

If yes, list

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

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

28. Number of current abandoned vessels in your jurisdiction ready to be destroyed? 1

How were these vessels identified? Vessel has a past due dockage account, vessel is scheduled for pending lien sale in near future.

29. Number of current surrendered vessels in your jurisdiction ready to be destroyed? 4

How were these vessels identified? Vessel owners have been in contact with our agency and should be ready to turn over their vessels when a demo is scheduled. We have two currently in our possession.

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

If yes, list marinas. Marina Square
Morro Bay State Park Marina
Morro Bay Yacht Club
Bay Front Marina
Morro Bay Landing
Morro Bay Marina, Inc.

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

Budget

List Identified Abandoned Vessels (CF #s)	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
Total			

List Identified Surrendered Vessels (CF #s)	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
CF 1334 UX - Sapo Loco	1	30	2,600.00
CF 1778 EC - Ericson	1	26	2,600.00
Total	2		5,200.00

Estimate Future Abandoned Vessels	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
678407 - El Solyo	1	36	3,200.00
Total	1		3,200.00

Justification: Vessel has a past due dockage account, vessel is scheduled for pending lien sale in very near future.

Estimate Future Surrendered Vessels	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
CF 9435 CL Make- Pearson	1	26	2,600.00
CF 5276 TF - Ann	1	38	4,000.00
Total	2		6,600.00

Justification: Vessel owners have inquired and will consider turning in their vessels for removal.

TOTAL REQUEST	15,000
PLUS 10% MATCH	1,500
TOTAL PROJECT COST	16,500

1. Applicant Certification

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

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

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

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

Prepared by: Name: Lori Stilts Date: 04/26/2022

Reviewed by: Name: Eric Endersby Date: 04/26/2022

Approving Officer: Name: Eric Endersby Date: 04/26/2022

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
RECOGNIZING OCTOBER 2022 AS DATING AND
DOMESTIC VIOLENCE ACTION MONTH**

**CITY COUNCIL
City of Morro Bay, California**

WHEREAS, Dating and Domestic Violence ACTION Month calls attention to the fact that sexual and intimate partner violence is widespread and impacts every person in Morro Bay; and

WHEREAS, Lumina Alliance provide essential, lifesaving services for survivors, their children, and families throughout San Luis Obispo County including Morro Bay; and

WHEREAS, domestic violence is a pattern of control in an intimate relationship where one person uses coercion and violence to gain power and control over his or her partner; and

WHEREAS, domestic violence can result in physical injury, psychological trauma, and even death. The devastating consequences of domestic violence can cross generations and can last a lifetime; and

WHEREAS, there is a need to focus on the individualized needs of domestic violence survivors; and

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and those living with disabilities, increases their vulnerability to intimate partner violence; and

WHEREAS, LUMINA ALLIANCE continues to provide a safe environment to those affected by domestic violence with crisis intervention, counseling, education, legal services, and emergency safe housing, with the help of dedicated volunteers and professionals; and

WHEREAS, LUMINA ALLIANCE has received over two thousand four hundred calls to the crisis & information line, provided more than six thousand four hundred collective nights for shelter clients, and provided more than five thousand hours of therapy; and

WHEREAS, LUMINA ALLIANCE and Cal Poly Safer partnered to create this year's DVAM theme, which is "We Deserve", in recognition that in all relationships, we deserves respect, equity, honesty, bodily autonomy, independence, boundaries, healing, joy, and so much more; and

WHEREAS, the City of Morro Bay strongly supports the efforts of LUMINA ALLIANCE, how every segment of our society can work together to better address intimate partner violence, and how to help survivors connect with services; and

NOW, THEREFORE BE IT RESOLVED, that Morro Bay City Council does hereby recognize the important work done by domestic violence programs, do hereby proclaim the month of October to be National Dating and Domestic Violence Action Month.

IN WITNESS WHEREOF I have hereunto
set my hand and caused the seal of the City
of Morro Bay to be affixed this 11th day of
October 2022

JOHN HEADDING, Mayor
City of Morro Bay, California

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**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
PROCLAIMING THE MONTH OF OCTOBER 2022
AS "FILIPINO AMERICAN HISTORY MONTH"**

**CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the importance of Morro Bay to the Filipino community and the Filipino American National Historical Society (FANHS) cannot be overstated; and

WHEREAS, the City Council and staff of the City of Morro Bay recognize the importance of honoring the Filipino history, culture and contributions to the United States, California, the Central Coast, and Morro Bay; and

WHEREAS, on October 18, 1587, "Luzon Indios" came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California, representing a monumental moment in history as the first Filipinos landed in North America, and

WHEREAS, the City worked closely with FANHS in establishing a historical monument in October 1995, locating an historical marker near Coleman Beach to honor this important moment in history and the connection between Filipino American history and Morro Bay; and

WHEREAS, the City has recognized Filipino American History Month in October for several years since that time, as Filipino Americans represent the second largest Asian American group in the nation, and the third largest ethnic group in California and have made an indelible contribution to our country and the State of California; and

WHEREAS, with violence and discrimination against Asian Americans and Pacific Islander communities on the rise in our country, it is more important than ever to support and honor the Filipino community and FANHS, and take measures to relay that importance to and seek support from our community.

NOW, THEREFORE, BE IT RESOLVED that Morro Bay City Council does hereby proclaim the month of October 2022 as Filipino American History Month and invite the community to learn more about the Filipino culture, people, tradition and values that have positively enriched our community.

BE IT FURTHER RESOLVED, that the City Council for the City of Morro Bay does hereby encourage all members of the community to attend the Filipino historical monument rededication event at Coleman Beach on Saturday, October 22, 2022 at 11:00a.m.

IN WITNESS WHEREOF I have here unto set my hand and caused the seal of the City of Morro Bay to be affixed this 11th day of October 2022

John Heading, Mayor
City of Morro Bay, California

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**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
DECLARING OCTOBER 9TH - 15TH, 2022 AS NATIONAL FIRE
PREVENTION WEEK, AND RECOGNIZING THE MORRO BAY FIRE
DEPARTMENT'S PARTICIPATION IN SUPPORTING THE ALISA
ANN RUCH BURN FOUNDATION AND FIREFIGHTERS IN SCHOOL EDUCATION
PROGRAM (FISE)**

**CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City of Morro Bay, California is committed to ensuring the safety and security of all those living in and visiting Morro Bay; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Morro Bay residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, Morro Bay residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Morro Bay residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS Morro Bay's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week™ theme, "Fire won't wait. Plan your escape.™," effectively serves to remind Morro Bay it is important to have a home fire escape plan.

WHEREAS, the Morro Bay Fire Department will participate in partnership with the Alisa Ann Ruch Burn Foundation in the Firefighters In Safety Education (FISE) program at Del Mar Elementary educating over 500 children in fire safety.

NOW, THEREFORE BE IT RESOLVED, that the Morro Bay City Council does hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this community and urge all the people of Morro Bay to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of Morro Bay's Fire Department.

IN WITNESS WHEREOF I have hereunto
set my hand and caused the seal of the City
of Morro Bay to be affixed this 11th day of
October 2022

John Headding, Mayor
City of Morro Bay, California

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AGENDA NO: C-1

MEETING DATE: October 11, 2022

Staff Report

TO: Honorable Mayor and City Council

DATE: October 5, 2022

FROM: Jody Cox, Police Chief

SUBJECT: Acceptance of ABC-OTS Grant Awarded to Morro Bay Police Department

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 90-22 accepting and appropriating funds from the 2022-2023 Department of Alcoholic Beverage Control Grant for the ABC-OTS Program in the amount of \$24,500.00 for overtime expenses incurred during the eleven (11) month program as outlined in this staff report.

ALTERNATIVES

Council may elect to deny the grant awarded funds.

FISCAL IMPACT

Participation by the Morro Bay Police Department will be limited to paid overtime for Police Sergeant(s), Detective(s), and Police Officer(s), for selected Alcoholic Beverage Control operations during the eleven (11) month period of October 1, 2022, thru August 31, 2023. Total costs are not to exceed the final grant award of \$24,500.00 and will be reimbursed by billing the Department of Alcoholic Beverage Control. With the City Council approval, the maximum amount that the Department of Alcoholic Beverage Control would reimburse the City of Morro Bay would be \$24,500.00.

BACKGROUND

The Department of Alcohol Beverage Control (ABC) provides service and public safety to the people of the State through licensing, education, and enforcement. ABC partners with municipal law enforcement agencies to provide training, education, and enforcement services.

The California Office of Traffic Safety (OTS) takes a leadership role in efforts to make California roadways safe for all users. Through thoughtful, forward-thinking, and data-driven selection of grants to local and state agencies, OTS provides an effective means of eliminating fatalities, injuries, and economic losses resulting from crashes. OTS's mission is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

Prepared By: ___JC___

Dept Review: _____

City Manager Review: ___SC___

City Attorney Review: _LNL_

Together, grant funding is provided to OTS through the National Highway Traffic Safety Administration (NHTSA). ABC has the responsibility and authority to review and evaluate each project as deemed necessary. Such review and evaluation is made to assist the grantee in understanding and complying with the required procedures and gaining the maximum benefits from the funds expended.

In September 2022, the Morro Bay Police Department applied for this grant through the ABC. This is a competitive grant that many cities apply for, and it was awarded to the City of Morro Bay to work in partnership with the ABC to develop an effective, comprehensive, and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

This grant is designed to use local police resources within their primary jurisdictions on an overtime basis to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project works to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages. It also reduces youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

During the grant's eleven (11) month operation period, the Morro Bay Police Department will be scheduling at least six (6) IMPACT, Minor Decoy, Shoulder Tap operations, and seven (7) Holiday Enforcement Details.

All of these operations will be conducted on an overtime basis where the officers will be working above and beyond normal patrol staffing levels. These operations will take place at various times during an eleven (11) month period from October 1, 2022, through August 31, 2023.

CONCLUSION

Staff recommends that the City Council adopt Resolution No. 90-22 approving the acceptance of this grant and appropriation of the related funds.

ATTACHMENTS

1. ABC-OTS Grant Program Award Letter
2. Resolution No. 90-22

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



September 27, 2022

Chief Jody Cox
Morro Bay Police Department
850 Morro Bay Boulevard
Morro Bay, CA 93442

Re: ABC-OTS Grant Program

Dear Chief Cox:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2022, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1st will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible.

Please mail, fax, or email this information to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, Fax: (916) 928-7625, or at Diana.fouts-guter@abc.ca.gov.

If you have questions, please contact Supervising Agent Jeff Gregson via email at jeff.gregson@abc.ca.gov.

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Hirata".

Eric Hirata
Director

Enclosures

RESOLUTION NO. 90-22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ACCEPTING THE ABC-OTS GRANT AWARDED TO THE
MORRO BAY POLICE DEPARTMENT**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the Department of Alcohol Beverage Control (ABC) provides service and public safety to the people of the State through licensing, education, and enforcement. ABC partners with municipal law enforcement agencies to provide training, education, and enforcement services; and

WHEREAS, the California Office of Traffic Safety (OTS) takes a leadership role in efforts to make California roadways safe for all users; and

WHEREAS, through thoughtful, forward-thinking, and data-driven selection of grants to local and state agencies, OTS provides an effective means of eliminating fatalities, injuries, and economic losses resulting from crashes; and

WHEREAS, ABC has the responsibility and authority to review and evaluate each project to assist the grantee in understanding and complying with the required procedures and gaining the maximum benefits from the funds expended; and

WHEREAS, a competitive grant in the amount of \$24,500 was awarded to the City of Morro Bay to work in partnership with the ABC to develop an effective, comprehensive, and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that the City Council authorizes the Chief of Police to sign and enter into a Memorandum of Agreement with the Department of Alcoholic Beverage Control for the reimbursement of overtime and equipment expenditures incurred while working in partnership with the Department of Alcoholic Beverage Control to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

BE IT FURTHER RESOLVED that the City appropriates the funds in the amount of \$24,500. for The Alcohol Policing Partnership Program; provided however, that if the actual revenue received from the source specified should be more or less than the amount set forth herein, that the appropriations shall be adjusted to equal the amount actually received.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on this 11th day of October 2022 on the following vote:

AYES:
NOES:
ABSENT:

JOHN HEADDING, Mayor

ATTEST:

DANA SWANSON, City Clerk



AGENDA NO: C-2

MEETING DATE: October 11, 2022

Staff Report

TO: Mayor and City Council **DATE:** October 6, 2022

FROM: Scott Collins, City Manager
Sarah Johnson-Rios, Assistant City Manager/Admin Services Director

SUBJECT: Budget-in-Brief Update and Direction

RECOMMENDATION

Direct staff to utilize the updated budget-in-brief communication tool (attached), which includes input from Citizen Finance Advisory Committee; to post the document online and disseminate virtually as well as in November utility bills; and to utilize this as a template for future budget-in-brief documents to be created by staff after budget adoption each year.

ALTERNATIVES

- Create a CFAC subcommittee to provide additional input on the document, which would delay disseminating the document toward the end portion of the current fiscal year.
- Eliminate the budget-in-brief document from the City's budget communications,
- Provide alternative direction.

BACKGROUND

In at least one prior fiscal year, Citizen Finance Advisory Committee (CFAC) participated in the creation of an online and hard copy budget-in-brief document that was made available in the City Hall lobby and posted to the City's web site. More recently, staff has created budget-in-brief documents, posted them online, and in City Hall.

At its April 28, 2022 meeting, as part of its budget review, CFAC requested that staff bring back the discussion of a potential additional work plan item at the May 17, 2022 meeting regarding the re-creation of a prior year budget-in-brief document. CFAC suggested that staff and CFAC look at different alternatives in addition to the Budget in Brief that was created by CFAC and staff for the FY 2019-20 Budget (Attachment 2). At the May 17, 2022 CFAC meeting, CFAC moved to continue this item to the August 16, 2022 CFAC meeting and evaluate additional alternatives as recommended by staff for further discussion at that time. CFAC also suggested that staff evaluate the option of mailing the document out to residents in the utility bills in addition to prior dissemination methods.

At CFAC's August 16, 2022 meeting, staff presented an updated version of the budget-in-brief document and recommended taking CFAC's recommendation to disseminate it in September utility

Prepared By: SJR Dept Review: _____
 City Manager Review: SC City Attorney Review: CFN

bills, within the first quarter of the budgeted fiscal year. CFAC provided several comments regarding the version of the budget-in-brief document presented. Broadly, the group wanted to see more detail added back in and felt that the document from a few years ago provided that detail. Further, CFAC requested that a CFAC subcommittee be formed to provide additional input on the work product, and did not support including it in September utility bills.

Given the amount of time CFAC wanted to spend on the item (in addition to the three meetings where it was already discussed), this would be an additional work item to be added to CFAC's work plan for the year, which is subject to Council approval given staff time implications. Consistent with the City Council Policies and Advisory Bodies Handbook & Bylaws, the process for advisory body members to add items to the Council approved work plan is as follows:

- **Advisory Body Work Plans** - To ensure advisory bodies are assisting the Council on key issues of community concern, the Council and each advisory body establish a work plan. The work plan is derived from the goals and action items approved by the Council. The City Council will ask each advisory body for input into the work plan as part of the two-year City Goal and Action Item plan process. Once the Action Item plan is adopted by the Council, the advisory body will be informed of the specific topics and issues that the advisory body will be addressing for the given period of time. Other issues may arise during the year that the Council may ask an advisory body to consider and on which to make recommendations. **If the advisory body desires to add an item to its work plan during the year, the scope must be defined in a motion and receive support by a majority of the advisory body members. Staff will evaluate the required time, resources and impacts on and relation to Council approved goals and work plan then present the request and analysis to the City Council for consideration and approval.** Likewise, if it desires to change its meeting times, dates, or location, it must also seek prior approval from the Council.

DISCUSSION

Within the last year, the City has begun efforts to move toward more accessible, readable, and visually appealing communications, utilizing a local graphic designer to develop graphics associated with City Council goals, which are an input to the City's budget development.

Clearly communicating how taxpayer dollars and public resources are spent is essential. As evidenced by the City's receipt of the Government Finance Officers Association's and the California Society of Municipal Finance Officers' awards for budgeting excellence for the last several years, this is a priority for the City of Morro Bay despite a lean staff team to implement such communications. CFAC has played an integral role in providing additional public review of budget development, particularly around the local tax measures. A budget-in-brief document is one tool among many that Morro Bay and other cities have used to facilitate that communication.

Updated Digital Budget Format:

The City's Fiscal Year 2022-23 Budget was adopted by City Council on June 28, 2022, using an updated digital format that allows for greater accessibility and more visual budget communications for the public. The new budget platform has several advantages for clearly communicating budget data to the public, for facilitating staff's process to create the budget accurately, and for increasing the City's likelihood of receiving the industry budgeting awards of excellence. The online budget format allows users to navigate to sections of the budget they would like to view without having to download and print a several-hundred-page PDF document. This optimized digital format is also

consistent with City Council's climate change goal and the City's efforts to reduce paper use. Members of the public that would like to download and print a PDF version are still able to do so.

Budget Communications:

The City took the following steps to ensure robust communication regarding the FY 2022-23 Budget:

- Held roughly 10 public meetings of City Council and CFAC to discuss budget development inputs for FY 2022-23.
- Featured a link and home page banner on the City's homepage to the Proposed Budget to encourage participation and public review.
- Sent out a press release and email to subscribers regarding the Proposed Budget to encourage participation in the adoption process.
- Featured a link on the City's homepage to the Adopted Budget
- E-notified subscribers to the City's website 'Hot Topics' list
- Included information about and links to the Proposed and Adopted Budgets in several monthly City Manager email updates to the community.
- Posted to the City's Facebook page regarding the budget.

These outreach efforts resulted in over 287 unique users visiting the budget web site (705 total pages views) from the time that the Proposed Budget was posted through the end of September. Web site visitors spent an average of six and a half minutes on the site. It is likely that additional community members read summaries in the City Manager updates and press releases without having visited the web sites.

Work on a Budget Transparency Module:

The City's new budget platform includes a transparency module that staff previewed to CFAC and Council during the budget development process. This allows for even more interaction and visualization for the public than the annual budget document itself includes. Staff is in the process of review and data validation before making the transparency module live. The timeline of making that live will depend in part on the software vendor. Staff is still aiming to proceed with that in the fall.

Updated Draft Budget-In-Brief Document:

Since the August CFAC meeting, staff has incorporated CFAC's input from August 16th, has met with individuals involved in the prior version of the budget-in-brief document and gotten their input, has reviewed examples of other budget-in-brief documents (and found the City of San Luis Obispo's particularly relevant), and has revised the budget-in-brief document accordingly.

The revised version, presented in Attachment 1, adds more detail back into the document but maintains the visual and graphic formatting that is more conducive to how information is consumed today. This document condenses the core information presented in prior Budget-in-Brief documents, and uses more visually compelling tools for communication, in line with how many organizations are communicating in our age of very short attention spans and preference for digital communication.

Conclusion:

Staff recommends moving forward with this updated version of the budget-in-brief document and following CFAC's recommendation to disseminate the updated budget-in-brief in November utility bills. This is estimated to cost approximately \$2,000 and can be covered by existing budget. Staff also plans to place this document on the City's website and attention will be drawn to it via the City's array of digital communications tools (web site, press releases, and social media accounts).

Due to the timely nature of this document and the staff time already invested in various iterations of it, staff does not recommend further work with a CFAC subcommittee on the document. Disseminating this information very late in the budgeted fiscal year would make the information less timely and relevant. In addition, staff considers the version presented here to have incorporated CFAC input.

Further, staff recommends using this updated budget-in-brief document as the template for future years. To get this information out to the community in a timelier fashion, staff would prepare a similar document internally each year after budget adoption.

ATTACHMENTS

1. Draft FY 2022-23 Budget-In-Brief Document
2. FY 2019-20 Budget-In-Brief Pamphlet
3. Staff Presentation



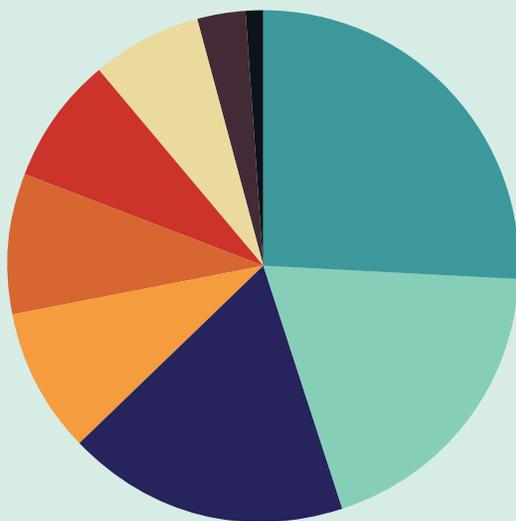
FISCAL YEAR 2022-23 TOTAL CITYWIDE BUDGET

(NOT INCLUDING TRANSFERS): \$54.1 million
OPERATING \$34.9 million*
CAPITAL \$19.2 million

GENERAL FUND DEPARTMENT BUDGETS (%)

Total General Fund Budget: \$15.8 Million

(excluding non-departmental costs and transfers)



- Police Department 26%
- Fire 19%
- Public Works 18%
- Community Development 9%
- Recreation 9%
- City Manager's Office (Admin, City Clerk, HR) 8%
- Administrative Services (Finance, IT) 7%
- City Attorney 3%
- City Council 1%

General Fund Reserves: \$8.6 Million

ENTERPRISE FUND OPERATING BUDGETS

SEWER | \$3.7mil



WATER | \$5.1mil



HARBOR | \$1.7mil



TRANSIT | \$0.2mil



FOR MORE INFO:



<https://www.morro-bay.ca.us/827/Budget>

*Budgets for smaller governmental funds are included in the detailed budget online.

LOCAL REVENUE MEASURE (E/Q) \$4.3 MILLION

- Maintains Public Safety Services & Staffing 
- Ensures Cleanliness & Safety of Public Spaces 
- Ensures Fiscal Sustainability 
- Invests **\$2.5 million** in Infrastructure & Equipment 
(Contribution to CIP Budget Below)

CAPITAL IMPROVEMENT BUDGET

\$**19.2**
Million

24
Projects

WATER & SEWER INFRASTRUCTURE (ONE WATER PLAN)

- Water Reclamation Facility
- Tank Replacements
- Sewer Main Replacements
- Stormwater Maintenance

ROADWAY IMPROVEMENTS

- Street Paving ~\$3M IN PLANNED SPENDING IN FY 2022-23
- Key Intersection Improvements
- Bike & Pedestrian Safety

RECREATION ENHANCEMENTS

- Coleman Park Improvements
- New Bocceball Courts
- Lila Kaiser ADA Improvements

FUTURE NEEDS ASSESSMENT

- Harbor Needs
- All other non-water/sewer capital needs

Capital Program Budget

Financial Summary

The FY 2019/20 Capital budget includes funding for \$36,987,526 in capital improvements through the City as outlined below:

WRF*	\$	33,647,976
Street Improvements		985,036
Harbor Projects		682,052
Transit		486,840
Water Projects		382,000
Parks and Creek Program		369,922
Sewer Projects		312,500
Public Facilities		148,200
Total Capital Projects	\$	36,987,526

*Water Reclamation Facility

Significant FY 2019/20 Projects

- Water Reclamation Facility
- Pavement Management Plan
- City Park Play Equipment
- OneWater System Improv—Nutmeg Pressure Zone
- OneWater Project—WasteWater Collections Main st. & Atascadero Rd
- OneWater Project—WasteWater Collections Upstream LSI/Beachcomber
- Audio Visual and Facility upgrades for Council Chambers
- Beach Street Slips—South
- Replacement Trolleys
- Replacement Bus

FY 2019/20–2020/21 Council Goals

1. Fiscal & Economic Sustainability
2. Updates to Land Use Plans & Address Affordable Housing Issues
3. Improve Communication and Engagement
4. Improve Public Infrastructure

GLOSSARY

Balanced Budget: A budget with operating revenues equal to operating expenditures. Generally, it refers to a budget with no deficit, but possibly with surplus.

Capital Projects Funds: Funds that account for financial resources to be used for the acquisition or construction of capital facilities.

Enterprise Fund: Fund-type established to account for the financing of self-supporting activities of governmental units, which render services on a user charge basis to the general public. Enterprise funds are **Water, Sewer, Harbor and Transit Funds.**

Fund: A set of inter-related accounts to record revenues and expenditures associated with a specific purpose.

General Fund: Primary fund used by the City for which revenues and expenditures are not legally restricted for use.

Government Funds: Funds used to account for all assets and liabilities of a government agency, except those particularly assigned for other purposes in another more specialized fund. There are five different types of governmental funds: the **general fund** (primary operating fund), **special revenue funds, debt service funds, capital project funds, and permanent funds.**

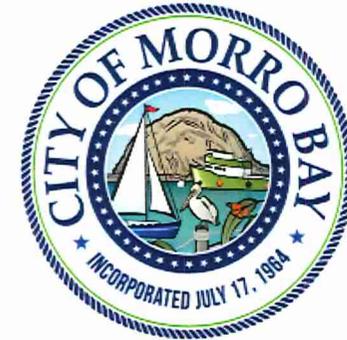
Special Revenue Funds: Revenues received that have specific purposes for which they are earmarked

Internal Service Funds: A fund that collects money from departments/funds to pay for the established purpose of the fund (i.e. Risk Management Fund).

Transfers: Authorized exchanges of money, positions, or other resources between organizational units or funds.

Utility Discount Program: A discount program offered on the City's Water and Sewer utility bills (10% of bill) for eligible customers who are currently enrolled in the Pacific Gas and Electric Company (PG&E) Care Program.

CITY OF MORRO BAY Summary of FY 2019/20 Adopted Budget



PUT LIFE ON COAST

Mayor
John Headding

City Manager
Scott Collins

Mayor Pro-Tem
Red Davis

City Clerk:
Dana Swanson

Council Members
Dawn Addis
Jeff Heller
Marlys McPherson

Department Heads:
Jody Cox, Police
Steve Knuckles, Fire
Rob Livick, PW
Scot Graham, CDD
Eric Endersby, Harbor
Jen Callaway, Finance

595 Harbor St.
Morro Bay, CA
805-772-6222

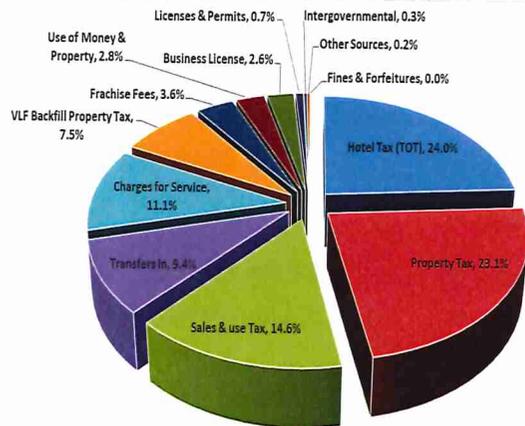
GENERAL FUND

Revenues: (By Category)

Property Tax (total)*	\$	4,536,513
Hotel Tax (TOT)		3,566,811
Sales & use Tax		2,165,680
Charges for Service		1,648,395
Franchise Fees		536,136
Use of Money & Property		410,341
Business License		380,265
Licenses & Permits		109,859
Intergovernmental		44,540
Other Sources		36,237
Fines & Forfeitures		5,000
Total Revenues	\$	13,439,777
Transfers In		1,400,447
Total Revs & Transfers	\$	14,840,224

*Property Tax includes property tax and VLF backfill property tax

FY 2019/20 Revenues by Category



Hotel Tax (TOT): Tax that is levied on occupants of hotel and motel rooms in the city for

VLF back-fill property Tax: A state fee charged for the privilege of operating a vehicle on public streets. A VLF is levied annually against the market value of a motor vehicle and is imposed by the state "in lieu" of local property taxes

Licenses & Permits: Revenues earned by the issuance of licenses or permits levied in accordance with the benefits conferred by the license or permit.

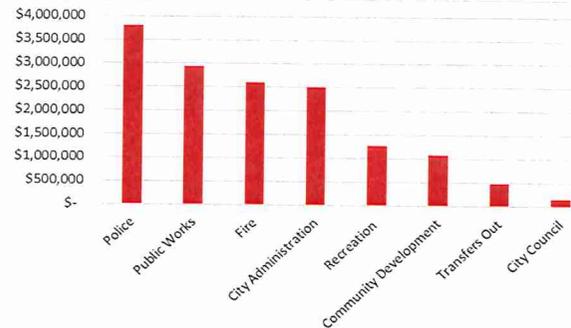


GENERAL FUND

Expenditures (By Department):

	<u>Total</u>	<u>% of Bud</u>
Police	\$ 3,803,428	25.6%
Public Works	2,937,601	19.8%
Fire	2,606,994	17.6%
City Administration*	2,505,288	16.9%
Recreation	1,276,559	8.6%
Community Development	1,077,289	7.3%
City Council	147,607	1.0%
Total	\$ 14,354,766	
Transfers Out	480,970	3.2%
Total Exp & Transfers	\$ 14,835,736	100%

*City Manager, Legal Services, Finance, Human Resources, Clerk, Contract Services



FY 2019/20 Expenditures by Department

Expenditures (By Category):

	<u>Total</u>	<u>% of Bud</u>
Salary & Benefits	\$ 11,049,983	74.5%
Services	2,663,648	18.0%
Supplies	518,353	3.5%
Other Uses	40,250	0.3%
Debt Service	35,189	0.2%
Capital Outlay	31,343	0.2%
Equipment Replacement	16,000	0.1%
Total	\$ 14,354,766	
Transfers Out	480,970	3.2%
Total Exp & Transfers	\$ 14,835,736	100%

City Services are highly dependent on labor—the City's General Fund budget primarily supports personnel costs

Personnel

Authorized Funded Positions	97.1
Elected Officials	5.0

ENTERPRISE FUNDS

Water Fund

Source of Funds

Charges for Service	7,975,900
Transfer from Reserves	6,793,850
Proceeds from Loans	-
Total	14,769,750

Use of Funds

Operation Expenses	4,165,749
Capital Expenses	6,793,850
Debt Service	-
Total	10,959,599

Sewer Fund

Source of Funds

Charges for Service	9,487,000
Transfer from Reserves	6,157,661
Proceeds from Loans	-
Total	15,644,661

Use of Funds

Operation Expenses	3,329,339
Capital Expenses	7,223,926
Debt Service	-
Total	10,553,265

Harbor Fund

Source of Funds

Charges for Service	2,011,000
Transfer from Reserves	423,000
Proceeds from Loans	-
Total	2,443,000

Use of Funds

Operation Expenses	1,849,387
Capital Expenses	439,052
Debt Service	134,859
Total	2,423,298

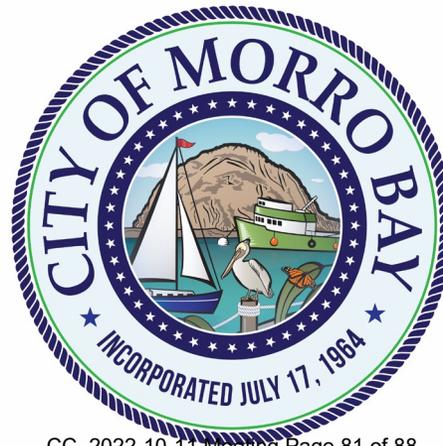
	<u>6/30/2019</u>	<u>6/30/2020</u>
Funds Cash Balances (Reserves)	17,788,176	12,981,322

Decrease in available cash is primarily due to the budgeted expenditures for the City's new Water Reclamation Facility. The City budgeted use of available cash to reduce overall debt service and interest costs.

City Council

C-2: Budget-in-Brief Update

October 11, 2022





Background

FY 2019/20 Expenditures by Department Expenditures (By Category):

	Total	% of
Personnel & Benefits	\$ 11,049,983	74.1
Utilities	2,663,648	18.9
Supplies	518,353	3.7
Capital Uses	40,250	0.3
Contract Service	35,189	0.3
Capital Outlay	31,343	0.2
Equipment Replacement	16,000	0.1
Debt	\$ 14,354,766	100.0
Transfers Out	480,970	3.4
Total Exp & Transfers	\$ 14,835,736	100.0

Services are highly dependent on labor—the City General Fund budget primarily supports personnel costs.

FY 19-20 - CFAC participated in creating a budget-in-brief doc.



City routinely receives GFOA and CSMFO Awards for budget excellence.



CLIMATE ACTION

(1) Participate with other cities in SLO County to support climate action planning efforts, (2) educate Council on the technical terms around climate action to support policy advocacy and the identification of critical next steps for Morro Bay, and (3) consider opportunities to reduce reliance on carbon producing energy sources.

SHORT-TERM ACTIONS

- Pursue funding to complete Climate Action Plan update
- Continue review of Vista proposed battery project
- Pursue electric vehicle charging station funding
- Institute implementation of SB 1383 (organic waste for residents and businesses)
- Promote Central Coast Community Energy (CCE) New Construction Electrification Program and include in planning materials and on website
- Designate 1 week a year to conduct a renewable energy outreach campaign targeting a specific group
- Create city webpage with links to energy efficient websites
- Elevate "Climate Crisis" to "Climate Emergency" by way of resolution and seek funding to move forward in this area
- Implement CCE Reach Code Incentive Program electrification of new residential construction with the adoption of 2022 Building Code in Jan 2023



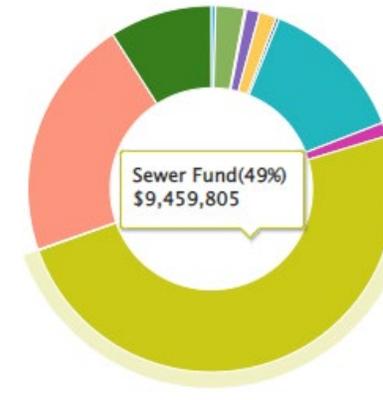
COMMUNITY HEALTH

(1) Create plan to address immediate need for increasing COVID vaccination rates with an emphasis towards target populations with inequitable access or education, (2) Educate Council and staff about Diversity, Equity, and Inclusion (DEI) and engage in a community conversation.

SHORT-TERM ACTIONS

- Provide education to City Council and staff about DEI issues
- Support SLO County Public Health communication efforts to vaccinate members of the Morro Bay community, particularly underrepresented communities
- Inform the County process to update the 10-year plan on homelessness
- Explore opportunities to support County efforts to address homeless issues on the North Coast
- Support Filipino-American group (FPAAG) re-dedication event of their historic monument at Coleman Beach
- Review opportunity for Boys and Girls Club to offer enrichment activities for teens in the Estero Bay region
- Provide community information and resources regarding access to mental health resources to address behavioral health or mental health crises, substance abuse issues, depressive illness and exacerbation of previously controlled mental health issues

Funding Requested by Source



FY 2022-23 Budget - updated format with visual elements, more accessible info.

ADVISORY BODIES

HANDBOOK
AND
BY-LAWS

Advisory Body Work Plans are approved by Council.



FY 22-23 Budget Communications

Held roughly 10 public meetings of City Council & CFAC to discuss budget inputs for FY 2022-23.

Link and banner on City's homepage to the Proposed Budget to encourage participation.

Press release and email to subscribers regarding the Proposed Budget to encourage participation.

Link and banner on the City's homepage to the Adopted Budget.

E-notified subscribers to the City's website 'Hot Topics' list.

Budget information & links in several monthly City Manager email updates to the community.

Posted to the City's Facebook page regarding the budget.



FY 22-23 Budget-in-Brief Development

April CFAC Mtg	May CFAC Mtg	August CFAC Mtg	September	Oct. 11 Council Mtg
<p>CFAC requested Budget-in-Brief discussion. Recommended inserting in utility bills</p>	<p>CFAC continued to 8/16 to evaluate staff recommendations.</p>	<p>Staff presented draft budget-in-brief & agreed with CFAC rec to insert in utility bills.</p> <p>CFAC wanted to form a subcommittee to continue discussing.</p>	<p>Staff incorporated CFAC feedback, reviewed other examples, & revised document. Prepared Council report to consider CFAC work plan change.</p>	<p>Staff recommends proceeding with distribution of updated document to avoid further delay & using as template for future years' staff preparation.</p>

Discussed at 3 CFAC meetings with CFAC input at each.



Revised Proposed Budget-in-Brief FY 22-23

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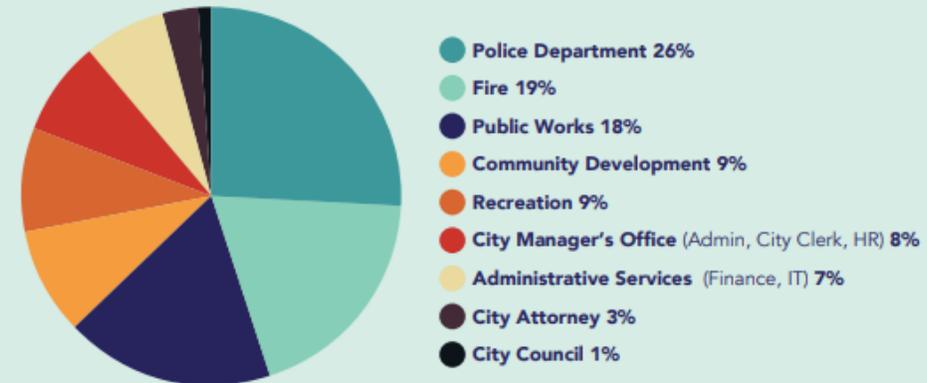


FISCAL YEAR 2022-23 TOTAL CITYWIDE BUDGET

(NOT INCLUDING TRANSFERS): \$54.1 million
OPERATING \$34.9 million*
CAPITAL \$19.2 million

GENERAL FUND DEPARTMENT BUDGETS (%)

Total General Fund Budget: \$15.8 Million
(excluding non-departmental costs and transfers)



General Fund Reserves: \$8.6 Million

ENTERPRISE FUND OPERATING BUDGETS

SEWER | \$3.7mil



WATER | \$5.1mil



HARBOR | \$1.7mil



TRANSIT | \$0.2mil



FOR MORE INFO:



<https://www.morro-bay.ca.us/827/Budget>



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LOCAL REVENUE MEASURE (E/Q) \$4.3 MILLION

- Maintains Public Safety Services & Staffing 
- Ensures Cleanliness & Safety of Public Spaces 
- Ensures Fiscal Sustainability 
- Invests **\$2.5 million** in Infrastructure & Equipment 
(Contribution to CIP Budget Below)

CAPITAL IMPROVEMENT BUDGET

\$19.2
Million

24
Projects

WATER & SEWER INFRASTRUCTURE (ONE WATER PLAN)

- Water Reclamation Facility
- Tank Replacements
- Sewer Main Replacements
- Stormwater Maintenance

ROADWAY IMPROVEMENTS

- Street Paving ~\$3M IN PLANNED SPENDING IN FY 2022-23
- Key Intersection Improvements
- Bike & Pedestrian Safety

RECREATION ENHANCEMENTS

- Coleman Park Improvements
- New Bocceball Courts
- Lila Kaiser ADA Improvements

FUTURE NEEDS ASSESSMENT

- Harbor Needs
- All other non-water/sewer capital needs



Next Steps

Next week – deadline to submit mailer to printer for November utility bill; staff to post online.

November – Insert in utility bills.

Fall – In addition, staff to continue work on a Transparency Module with more detailed, interactive budget content.



Recommendation

Direct staff to utilize the updated budget-in-brief communication tool (attached), which includes input from Citizen Finance Advisory Committee; to post the document online and disseminate virtually as well as in November utility bills; and to utilize this as a template for future budget-in-brief documents to be created by staff after budget adoption each year.