County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 February 11, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

February 11, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ACCEPT GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS FOR THE ABANDONED WATERCRAFT ABATEMENT FUND PROGRAM (FOURTH DISTRICT) (3 VOTES)

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of $30,000 from the State of California Department of Parks and Recreation, Division of Boating and Waterways (DBW) for the Fiscal Year (FY) 2013-14 Abandoned Watercraft Abatement Fund Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached Grant Award Agreement Number C7701006 (Agreement) with DBW, accepting a grant in the amount of $30,000 with a $3,000 match requirement to fund the Los Angeles County Sheriff's Department's (Department) Marina del Rey (MDR) Sheriff's Station for the grant period from January 15, 2014, to January 15, 2016. The required match will be funded by the Department's Central Patrol Division Budget.

2. Adopt the attached Resolution authorizing the Sheriff to accept and execute the Agreement in the amount of $30,000 with a $3,000 match requirement for the Department's MDR Sheriff's Station.

3. Delegate authority to the Sheriff, or his designee, to execute and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment requests, and grant renewals that may be necessary for completion.

4. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to DBW for this Program in future fiscal years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is mandated by the California Harbors and Navigation Code to provide services relative to the proper and legal removal, storage, and/or disposal of abandoned recreational watercraft. In an effort to avoid potential health and safety hazards, it is imperative to remove these vessels in and around the harbor. The focus of this grant is to assist the Department in eliminating from the MDR Harbor and Santa Monica Bay abandoned and submerged vessels and avoid possible health risks.

Funds in the amount of $30,000 will be used for Services and Supplies for removal, disposal, and storage fees of vessels.

Implementation of Strategic Plan Goals

This Program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

This will be the eighth year of funding for this Program. The $3,000 match requirement will be funded by the Department's Central Patrol Division Budget. This funding was included in the Department's FY 2013-14 Supplemental Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DBW requires that the attached Resolution be adopted by the Board as evidence of the Sheriff's authority to execute the Agreement on behalf of the County.

The term of the Agreement is for a period of two years from January 15, 2014, to January 15, 2016. Under the terms of the Agreement, the County and its subcontractors must furnish verification of insurance upon execution of grant agreement, and all requests for payment must be submitted no later than 45 days prior to the expiration date of the Agreement.

The Agreement requires, among other things, that the County indemnify, defend, and save harmless the State of California, 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 the 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 the County in the performance of the Agreement.

This Board letter has been reviewed and the Resolution has been approved by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will have a positive impact on current services for the MDR Harbor and Santa Monica Bay waters. This Program supports emergency dive services, boating accident investigations, and sunken vessel recoveries.

CONCLUSION

Upon Board approval, please return two individually certified copies of the adopted Board letter and two originally executed copies of the Resolution to the Department's Grants Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:BBB:bbb

Enclosures

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

GRANT AGREEMENT

GRANTEE Los Angeles County Sheriff's Department

THE TERM OF THIS AGREEMENT IS January 15, 2014 **THROUGH** January 15, 2016

GRANT TITLE: **ABANDONED WATERCRAFT ABATEMENT FUND (AWAF)**

GRANT NUMBER: C7701006

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: Los Angeles County Sheriff's Department

Address: 13851 Fiji Way
Marina del Rey, CA 90292

BY: _____
(Authorized Signature)

_____
(Printed Name and Title of Authorized Representative)

Date_____

Agency: Department of Parks and Recreation, Division of Boating and Waterways
ATTN: Susan Sykes

Address: One Capitol Mall, Suite 500
Sacramento, CA 95814

BY: _____
(Authorized Signature)

SYLVIA ORTEGA HUNTER, DEPUTY DIRECTOR
(Printed Name and Title of Authorized Representative)

Date_____

CERTIFICATE OF FUNDING

GRANT NO C7701006	AMENDMENT NO	CALSTARS VENDOR NO		PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT $ 30,000.00	FUND TITLE Abandoned Watercraft Abatement Fund #0577		AGENCY BILLING CODE NO 032011	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT $ 0.00	ITEM 3790-101-0577	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013/14
TOTAL AMOUNT ENCUMBERED TO DATE $ 0.00	INDEX 1700	OBJECT CODE 702	PCA CODE 69001	PROJECT/WORK PHASE
T.B.A. NO	*I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.*			
B.R.NO 77-1	ACCOUNTING OFFICER'S SIGNATURE		DATE	

STATE OF CALIFORNIA
Department of Parks and Recreation Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

EXHIBIT A
Abandoned Watercraft Abatement Fund-Grant Program (AWAF)

SCOPE OF WORK

Grantee agrees to provide to the Division of Boating and Waterways (DBW) as described herein:

See Letter of Intent/Cover Letter/Plan of Action, Grant Application, and Questionnaire of Exhibit A.

The services shall be performed in the jurisdiction of:

Los Angeles County Sheriff's Department

State Agency: **Division of Boating and Waterways**	Grantee (Agency Name): Los Angeles County Sheriff's Department
Name: Susan Sykes	Grantee Representative*: Bryan White, Deputy
Phone: 916- 327-1825	Phone: (310) 482-6031
Fax: 916-327-1772	Fax: (310) 482-6039
Email: susan.sykes@parks.ca.gov	Email: b2white@lasd.org

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

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

Leroy D. Baca, Sheriff

February 15, 2013

Ms. Susan Sykes
California Department of Boating and Waterways
2000 Evergreen Street, Suite 100
Sacramento, California 95815-3888

Dear Ms. Sykes:

It is the intent of the Los Angeles County Sheriff's Department to seek $40,000.00 in grant funding from the State of California, Department of Boating and Waterways (DBW), through the Abandoned Watercraft Abatement Fund (AWAF), Fiscal Year 2013-2014.

PURPOSE
The Sheriff's Department is mandated by the Harbors and Navigation Code (Section 510-527) to provide services relative to the proper and legal removal, storage, and/or disposal of abandoned recreational vessels. Marina del Rey Harbor provides anchorage for approximately 5,000 recreational vessels. Due to the ongoing renovation of the harbor, the Sheriff's Department has experienced an increase in abandoned vessels. The majority of these vessels are unseaworthy and uninhabitable. Salvage companies are not interested in purchasing said vessels due to their poor condition.

STATEMENT OF NEED
The Marina del Rey Harbor is continuing to undergo major renovation. As a direct result of the renovation project, many vessels will be displaced and/or abandoned Our agency will be required to take possession of those vessels in order to mitigate the problem.

PLAN OF ACTION
The Sheriff's Department currently has fourteen vessels in need of removal and disposal from the Marina del Rey Harbor and continues to remove and dispose an average of one to three boats per month.

Due to the continuing volume of abandoned boats, the Sheriff's Department has established a master agreement of vendors to aid in the removal and disposal of abandoned vessels. The estimated cost of this service is approximately $40,000.00 for this year. Should the Sheriff's Department receive grant funding from the DBW, the ten percent contribution will be funded through its annual budget.

Should you have any questions or concerns regarding this letter of intent, please contact Deputy Bryan White at (310) 482-6033.

Sincerely,

LEROY D. BACA, SHERIFF

Reginald D. Gautt, Captain
Marina del Rey Station

State of California – California Natural Resources Agency
DEPARTMENT OF BOATING AND WATERWAYS
2000 EVERGREEN STREET, SUITE 100
SACRAMENTO, CA 95815
(916) 263-8194
WWW.DBW.CA.GOV

THE ABANDONED WATERCRAFT ABATEMENT FUND (AWAF)
GRANT APPLICATION AND QUESTIONNAIRE
Fiscal Year 2013/14

Local Agency Name: Los Angeles County Sheriff's Department

Address: 13851 Fiji Way

City: Marina del Rey State: CA Zip Code: 90292

Phone: (310) 482-6031 Fax: (310) 482-6039

Contact Person:

Note: The contact person is the individual who will address ALL questions and concerns on behalf of the Grantee.

Name: Deputy Bryan White

Phone: (310) 482-6031

Fax: (310) 482-6039

E-Mail: mdrharbor@lasd.org

Grant request amount: $ 40,000.00

ABANDONED WATERCRAFT ABATEMENT FUND
GRANT APPLICATION AND QUESTIONNAIRE

1. Does your agency have a local marine law enforcement detail tasked with addressing abandoned vessels in your jurisdiction? If yes, explain in detail. If no, elaborate on your agency's efforts to create a program.	As a function of marine patrol, the Los Angeles Sheriff's Department impounds vessels. They are stored in the water adjacent to the Marina del Rey Sheriff Station in Marina del Rey, or at property storage in East Los Angeles. Once all efforts to find responsible parties who can take charge of the vessel are exhausted, a lien sale in scheduled. All vessels not sold at the lien sale become property of the LASD. Most of these vessels are then destroyed / demolished by a private contractor for the Sheriff's Department.
2. Does your agency have a submerged navigational hazard abatement plan? Please explain.	The Los Angeles County Sheriff has a submerged navigational hazard abatement plan for hazards inside Marina del Rey Harbor, outside the harbor entrance and several local inland waterways within Los Angeles County. When a hazard within these areas is deemed to pose a navigational hazard, a dive operation is scheduled by a Sheriffs Dive Team to remove any such hazard. The hazard is either transported to a local dump, destroyed by a private contractor or mitigated on site.
3. List by name and size the bodies of water or waterways your agency is responsible for in its jurisdiction.	The Los Angeles County Sheriff Department is responsible for all Los Angeles County coastal waters between Ventura County and Orange County; Marina del Rey Harbor; Costal areas of Catalina and San Clemente islands (Approximately 128 miles of coast line). The Sheriff's Department is also responsible for the inland waterways of the county, including Pyramid Lake (180,000 acres) and Castaic Lake (323,800 acres).
4. Local agencies are required to make a 10 percent match by cash, or in-kind. Is your agency able to comply with the 10 percent match in advance before any grant money is reimbursed?	Yes, the Los Angeles County Sheriff has the resources to make the required 10% match.

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." This 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% of each claim is met.

Prepared by: Name: Deputy Bryan White Signature: _____ Date: 02-15-13

Reviewed by: Name: Sergeant Michael Carriles Signature: _____ Date: 02-15-13

Approving Officer: Name: Reginald D. Gautt Signature: _____ Date: 02-15-13

Title of Approving Officer: Captain Phone: (310) 482-6031

EXHIBIT B

Abandoned Watercraft Abatement Fund-Grant Program (AWAF)

1. NEEDS AND OBJECTIVES OF DBW

Pursuant to its authority under Harbors and Navigation Code section 525, the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of abandoned, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects (hereinafter "eligible water hazards") which pose a substantial hazard to navigation within Grantee's jurisdiction as listed on the Questionnaire, found in Exhibit A.

2. WATER HAZARDS ELIGIBLE FOR REMOVAL AND DISPOSAL

The funds provided under this Agreement shall be used for the abatement, removal, storage and and/or disposal of eligible water hazards. For purposes of this Agreement, "abandoned" is defined in Harbors and Navigation Code section 522(a):

"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".

The funds provided under this Agreement shall not be utilized for 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.

If Grantee is reimbursed for the costs related to the 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.

3. 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.

4. 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.

5. TITLES AND LIENS

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.

6. 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.

7. OUTSIDE SERVICES

It is understood and agreed that, at its discretion, DBW reserves the right to obtain marine salvage services outside the terms of this Agreement.

8. PERMITS AND DOCUMENTATION

Prior to the removal of any eligible water hazard, the Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

9. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts to marine salvage companies under this Agreement.

10. SUBCONTRACTORS

The Grantee warrants that any marine salvage company performing work under this Agreement holds a valid business license and 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. Grantee shall provide DBW with a certificate of insurance from any subcontractor prior to the commencement of any work under this Agreement.

11. TRAFFIC CONTROL AND TRAFFIC SAFETY

The 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.

12. 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.

13. 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.

14. 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.

15. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

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

16. 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.

17. 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.

18. 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.

19. INSURANCE

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).

Grantee must furnish a certificate of insurance and endorsement to DBW stating the following:

A. Grantee currently carries commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage combined [or more specific and greater coverage].

B. The hazardous activities to be performed under this Agreement are covered under Grantee's insurance.

C. The insurer shall provide a 30 day cancellation clause in Grantee's policy.

D. The State of California, its officers, agents, and employees are included as additional insureds with respect to the work performed for DBW under this Agreement.

If Grantee is self-insured, Grantee must provide DBW written explanation of the self-insurance program, which must be approved by the Office of Risk and Insurance Management (ORIM). Grantee warrants that its liability insurance shall be in effect at all times during the term of this agreement. In the event Grantee's insurance coverage expires at any time during the term of this Agreement, Grantee agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein and for not less than the remainder of the term of the agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the ORIM. Grantee agrees that no work or services shall be performed prior to such approval.

20. 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.

21. 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.

22. MATCHING REQUIREMENT

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-percent contribution from the local agency receiving the grant."

The 10-percent contribution is in addition to funds awarded in the grant.

The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Grant 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.

23. BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

A. DBW will reimburse the grantee for actual expenditures within the scope of the AWAF program upon written request by Grantee.

B. Invoices from service providers and subcontractors to Grantee, submitted by Grantee to DBW for reimbursement, must contain the following:

1. Name and address of Grantee
2. Contract or invoice number
3. Description of service performed
4. Date the service was performed
5. Location of each service
6. Vessel name, CF# or HIN# if available; otherwise, description of vessel.

C. Documents to submit with reimbursement claims:

1. Invoices from subcontractors
2. Proof of payment from Grantee to subcontractors for services received
3. Statement of 10% match contribution
4. Photos of vessels with CF numbers (if available)
5. Department of Motor Vehicles (DMV) documents (if available)

D. Invoices and reimbursement requests must be itemized, extended, totaled and mailed in **triplicate** to:

Division of Boating and Waterways
Enforcement Unit - AWAF
Attention: Susan Sykes
One Capitol Mall, Suite 500
Sacramento, CA 95814

E. 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.

F. All requests for payment must be submitted to DBW no later than 45 days prior to the expiration date of the agreement. DBW is not obligated to make payment on any reimbursement request(s) received or for any services completed after this date.

24. 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.

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 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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 #1.

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. <u>CHILD SUPPORT COMPLIANCE ACT</u>: 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. <u>UNENFORCEABLE PROVISION</u>: 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

CERTIFICATION

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

Grantee Agency Name (Printed)	*Federal ID Number*
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	956000927
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*
	LOS ANGELES

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 8103) (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.

EXHIBIT E

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):

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

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

Former State Employees (PCC 10411):

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

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

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

Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008

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).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 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 F – DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — 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 (DGS) 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.

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED

RESOLUTION
OF
LOS ANGELES COUNTY BOARD OF SUPERVISORS

WHEREAS, the County of Los Angeles desires to undertake a certain project designated as the Los Angeles County Sheriff's Department's Central Patrol Division, Marina del Rey Sheriff's Station's removal and disposal of abandoned recreational watercraft to be financed with funds made available through the Abandoned Watercraft Abatement Fund Program administered by the State of California, Department of Parks and Recreation, Division of Boating and Waterways (DBW).

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Los Angeles is authorized to sign and accept, on behalf of Los Angeles County and the Los Angeles County Board of Supervisors, Grant Award Agreement Number C7701006 in the amount of $30,000 from DBW, and to execute and submit all other necessary grant documents, including applications, agreements, amendments, modifications, augmentations, extensions, payment request, and grant renewals that may be necessary for completion of this project.

BE IT FURTHER RESOLVED that the Sheriff of the County of Los Angeles agrees to the funding terms and conditions of DBW, including any amendment thereof.

IT IS AGREED that, as required by Grant Award Agreement Number C7701006, the County of Los Angeles shall indemnify, defend, and save harmless the State of California, 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 Grant Award Agreement Number C7701006, 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 County of Los Angeles in the performance of Grant Award Agreement Number C7701006.

The foregoing Resolution was on the 11th day of February, 2014, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisor of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel